AMENDMENT OF SOLICITATION/MOD	IFICATION OF CONTRACT		V. CONTRACT ID CODE	PAGE OF PAGES
2 AMERICANETT MODIFICATION NO.	3. EFFECTIVE DATE	la ori	OUBTROUPURCHASE REQ. NO.	1 5
P00006	See Block 16C	1,000	doubles offerest ned to	5. PROJECT NO. (if applicable)
S ISSUED BY CO	DOE ICE/DM/DC-DC	7.70	Mans TEREO by (Fother than them 6)	CODE ICE/DM/DC-DC
ICE/Detent Mngt/Detent Confimmigration and Customs En Office of Acquisition Man 125 I Street NW, Suite Washington DC 20536	ntracts-DC Morcement	ICE Indu Of ( 801	/Detent Mngt/Detent Co igration and Gustoms I ice of Acquisition Mar I Street NW, Suite hington DC 20536	ontracts-DC Inforcement
MANE AND ADDRESS OF CONTRACTOR MO.	theri, many, State and Zill Codin	La los	AMENIMENT OF SOLICITATION NO.	
OLK COUNTY - TAIL DETENTION OF W CHURCH ST SUITE (D)(6)( IVINGSTON TX 773513246			DATED (SEE HEAT 11)	
		× Di	A MODIFICATION OF CONTRACTIONDES COIGSA-07-0029/	THO.
<u> </u>		105	DATED (SEE ITEM 13)	
ODE 0615197810000	FACILITY CODE		7/25/2007	
The above numbered solution is amended as a	11. THIS TIEM ONLY APPLIES	TOAMENDA	PHIS OF SOUCHANIOUS	
to the colectation and tols immendation, and is race? ACCOUNTING AND APPROPRIATION DATA (II GG. Schedule 13, This tremonly Applies to	regulared)		Diffes the contractionder no. As i	DESCRIBEO INITEM 14.
			ES SET FORTH IN ITEM 14 ARE MADE IN	
			and the second s	
THE ABOVE NUMBERED CONTI- copropulation date, atc.) SEY FOR	(ACTIONDER IS MODIFIED TO REFLE THE HE ITEM 14, PURBUANT TO THE A	CT THE ADM	MHISTRATIVÉ CHARGES (EIICH as chang: OF FAR 40, 103(b).	os in paying offico,
	ENT IS EXTERED INTO PURBUANT T			
D. OTHER (Specify type of mod Scal	ON HAT ARGEDAN			
X Mutual Agreement of				
MPORTAUT: Contractor Linnet.	The second secon	and the se		
DESCRIPTION OF AMENIMENT/MODIFICATION NS. Rumber: 061516781		nnu raiwn	1 copins to the large	ing office.
NS Number: 061519781	retrogramment by total strategy agaings	, mounting so	extrater/confract subject matter where fac-	sible)
NTACT INFOMRATION:				
ogarm PO(b)(6)(b)(7)(C)	01)774- <mark>(b)(6</mark>			
ntracting Officer-(b)(6);(b)(	(202) 732-;	(b)(6);(b		
ntract Specialist- <mark>(b)(6):(b)(7</mark>	)(C) (202) 732 (b)(6	5);(b)		
e purpose of this no cost	modification is to	revise	thing following:	
				,
Change the language in Pe	affort.	as fol	lows:	
is Agreement shall become itracting Officer and the itinged	authorized signator	date o	t final signature by	the ICE
egt as provided baselo, all torms and conditions of NAME AND TITLE OF SIGNER (Type or print)	llia document referenced in Item SA or	10A, as hate	latora changed, tempora unclunged and in	full force and offect.
(b)(7)(C)		: 16A-N	AME AND THE OF CONTRACTING OFF	acen riype or print)
Co	untv Judge	•		
0)(7)(C)	C. DATE SIGNED	-		IEC DATE SIGNED
	3-06-12			2/1/
	0-00-12	_		9/6/12
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REFERENCE NO. OF DOCUMENT BEING CONTINUED DROIGSA-07-0029//P00006

PAGE 2 OF 5

NAME OF OFFEROR OR CONTRACTOR

(A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	effect for a term not to exceed one hundred (100) days, which shall be extended automatically for an additional term of one hundred (100) days at the end of the initial term and each successive term. The total period of all terms will not				
b	exceed 60 Months. Either party may provide written notice of its intention to terminate this agreement at least 120 days in advance of the effective date of formal termination.				
	<ul><li>2) Incorporate Combating Trafficking in Persons clause as follows:</li><li>(a) Definitions. As used in this clause-</li><li>"Coercion" means-</li></ul>				
	<ol> <li>Threats of serious harm to or physical restraint against any person;</li> <li>Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or</li> <li>The abuse or threatened abuse of the legal</li> </ol>				
	"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.				
	"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.				
	"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance. "Forced Labor" means knowingly providing or obtaining the labor or services of a person.  (1) By threats of serious harm to, or physical restraint against, that person or another person;				
	(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or Continued				

REFERENCE NO. OF DOCUMENT BEING CONTINUED DROIGSA-07-0029//P00006

PAGE 3

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NAME OF OFFEROR OR CONTRACTOR

(A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	(D)	UNIT PRICE		AMOUNT (F)
	(3) By means of the abuse or threatened abuse of		+			
	law or the legal process.					
	HTmrs.lunkowa considerate to the second					
	"Involuntary servitude" includes a condition of servitude induced by means of-			5000		
	(1) Any scheme, plan, or pattern intended to					
	cause a person to believe that, if the person did					
10	not enter into or continue in such conditions,				2	
	that person or another person would suffer			* 6		
	serious harm or physical restraint; or			2 2 2		
	(2) The abuse or threatened abuse of the legal			, 415 - 14		
9.	process.		1 1	N 8		
	"Severe forms of trafficking in persons" means-				10	
122	(1) Sex trafficking in which a commercial sex act		Ш			
	is induced by force, fraud, or coercion, or in			la la		
	which the person induced to perform such act has					
	not attained 18 years of age; or		ll			
	(2) The recruitment, harboring, transportation,			•		
	provision, or obtaining of a person for labor or	1				
	services, through the use of force, fraud, or		ΙI	9		
	coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or		H			· ·
	slavery.					
			ll			
	"Sex trafficking" means the recruitment,					
	harboring, transportation, provision, or					
	obtaining of a person for the purpose of a		H	1.		
	commercial sex act.					
- 1	(h) Policy The United States Community		*			
	(b) Policy. The United States Government has adopted a zero tolerance policy regarding					
	trafficking in persons. Contractors and					
	contractor employees shall not-					
	(1) Engage in severe forms of trafficking in					
	persons during the period of performance of the					
	contract;					
7.0	(2) Procure commercial sex acts during the period					
	of performance of the contract; or (3) Use forced labor in the performance of the		ш			
	contract.		ll	, the en		
	(c) Contractor requirements. The Contractor					
. [	shall-					
	(1) Notify its employees of-					
	(i) The United States Government's zero tolerance	1,				
	policy described in paragraph (b) of this clause;					
	(ii) The actions that will be taken against			12		
	employees for violations of this policy. Such					
1	Continued					
				-		
				3		
				- 1		
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REFERENCE NO. OF DOCUMENT BEING CONTINUED DROIGSA-07-0029//P00006

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OF 5

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	actions may include, but are not limited to,				
	removal from the contract, reduction in benefits,				e e e e
	or termination of employment; and	37.1		,	
	(2) Take appropriate action, up to and including			1)	
	termination, against employees or subcontractors			74.1	
1	that violate the policy in paragraph (b) of this clause.			24	123
	clause.				
	(d) Notification. The Contractor shall inform the				8 (8)
	Contracting Officer immediately of:				
	(1) Any information it receives from any source				· ·
	(including host country law enforcement) that				
	alleges a Contractor employee, subcontractor, or			or 2 5	
	subcontractor employee has engaged in conduct				
	that violates this policy; and				
*	(2) Any actions taken against Contractor				
<b>1</b>	employees, subcontractors, or subcontractor				
	employees pursuant to this clause.				
	(e) Remedies. In addition to other remedies				
7	available to the Government, the Contractor's				
	failure to comply with the requirements of				
	paragraphs (c), (d), or (f) of this clause may		.		
	result in-				
	(1) Requiring the Contractor to remove a				
	Contractor employee or employees from the				
	performance of the contract;				*
	(2) Requiring the Contractor to terminate a	1.			:
	subcontract;				
4	(3) Suspension of contract payments;				/
	(4) Loss of award fee, consistent with the award				lv:
	fee plan, for the performance period in which the				
	Government determined Contractor non-compliance;				L P
	(5) Termination of the contract for default or				, re
	cause, in accordance with the termination clause				
	of this contract; or	1.			
	(6) Suspension or debarment.				
	(6) Cultural distribution of the control of the con				
	(f) Subcontracts. The Contractor shall include	l `-			
n 1, 10	the substance of this clause, including this			523	
	paragraph (f), in all subcontracts.				
	(a) Mitigating Parker W. G.	l ·			
	(g) Mitigating Factor. The Contracting Officer			* * *	
11 11	may consider whether the Contractor had a			102	est v
2.51	Trafficking in Persons awareness program at the			10	,
	time of the violation as a mitigating factor when determining remedies. Additional information			y)	
	about Trafficking in Porgons and everylar of				
	about Trafficking in Persons and examples of awareness programs can be found at the website			14	
	for the Department of State's Office to Monitor				
	Continued			*	29 10
					*
	NTS .		- 1		*) %
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CONTINUATION SHEET	DROIGSA-07-0029//P00006	5	5

NAME OF OFFEROR OR CONTRACTOR
POLK COUNTY - TAH DETENTION CENT

ITEM NO.	SUPPLIES/SERVICES	QUANTITY UI	NIT UNIT PRICE	AMOUNT
(A)	(B)		O) (E)	(F)
	and Combat Trafficking in Persons at	<del> </del>		
	http://www.state.gov/g/tip.			
	Exempt Action: Y Period of Performance: 03/01/2008 to 02/28/2013			
	All terms and conditions remain the same.			
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				1. CONTRACT ID C	ODE	PAGE OF 1	PAGES
AMENDMENT OF SOLICITAT	ION/MODIFICATION	OF CONTRACT				'	
2. AMENDMENT/MODIFICATION NO. PXXX: 7	3. EFFECTIVE DATE See Block 16	4. REQUISITION/PURCHASE REQ. NO 5. PROJECT NO. (If applied					
6. ISSUED BY CODE		7. ADMINISTERED	BY (IF	OTHER THAN ITEM	6) CODE	: ICE/DM/	DC
ICE Detention Management Contracts		ICE Detention Manag	cment (	Contracts		I	
Immigrations and Customs Enforcement/ Office of 801 1 Street NW, Suite (D)(6) Washington, DC 20536	Acquisition Management	Immigrations and Cus 801 I Street NW, Sund Washington, DC 2053	(b)(6)	nforcement/ Office of /	Acquisition A	/anagement	
8 NAME AND ADDRESS OF CONTRACTOR Polk County 101 W. Church St.	(No., Street, County, State, and	l Zip Code)		9A. AMENDMENT	OF SOLICE	TATION NO	
Suite 300 Livingston, TX 77351		o to		9B. DATED (SEE 17	TEM 11)	erongoniak seriak beraparanjanja ila ana	***************************************
	anne de la companya del companya de la companya del companya de la		$\boxtimes$	10A. MODIFICATIO DROIGSA-07-0029	ON OF CON	TRACT/ORI	DER NO
CODE: 0615197810000	FACILITY CODE:			10B. DATED (SEE II	TEM 11) 07/	25/2007	
	IIS ITEM ONLY APPLIES						
The above numbered, solicitation is amended as							
Offers must acknowledge receipt of this amendment	prior to the hour and date spec	cified in the solicitation	or as an	nended by one of the fo	ollowing met	thods:	
(a) By completing Items 8 and 15, and returning	copies of the amendment;	(b) By acknowledging re	eceipt o	this amendment on ea	ich copy of		
the offer submitted; or (c) By separate letter or teleg ACKNOWLEDGMENT TO BE RECEIVED AT TI RESULT IN REJECTION OF YOUR OFFER. If by letter, provided each telegram or letter makes referen	ram which includes a reference HE PLACE DESIGNATED FOR virtue of this amendment you nee to the solicitation and this:	e to the solicitation and a OR THE RECEIPT OF desire to change an offi	amendn OFFER er alreac	nent numbers, FAILUF S PRIOR TO THE HO by submitted, such chai	RE OF YOUR OUR AND D	ATE SPECIF	TED MAY
12. ACCOUNTING AND APPROPRIATION DATES	(If Required)						
	TEM APPLIES ONLY TO M DIFIES THE CONTRACT/						
A. THIS CHANGE ORDER IS ISSUED PURSON OF THE ORDER NO. IN ITEM 10A					MADE IN TI	HE CONTRA	CT
B THE ABOVE NUMBERED CONTRACT/(appropriation date, etc.) SET FORTH IN ITEM	ORDER IS MODIFIED TO R M 14, PURSUANT TO THE A	EFLECT THE ADMIN AUTHORITY OF FAR	ISTRAT 13,103 (	TIVE CHANGES ( <i>suci</i> b).	h as changes	in paying off	fice.
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PURSUA	NT TO AUTHORITY O	F.				
D. OTHER (Specify type of modification and a Mutual Agreement of the Parties	uthority)		***************************************	-			
E. IMPORTANT: Contractor  is NOT	is required to sign this	document and return	ı	copies to the issu	ing office.		
14 DESCRIPTION OF AMENDMENT/MODIFIC	ATION (Organized by UCF se	ection headings, includir	ng solic	itation/contract subject	matter wher	e feasible.	
The purpose of this modification is to incorporate IC	E 2011 Performance Based D	etention Standard 2.11	Sexual	Abuse and Assault Pro	evention and	Intervention	J.
Should there be a conflict between this standard and Contracting Officer for clarification.	any other term and condition	of the agreement identif	ied in E	Block 10A on this modi	ification, you	are to contac	ct the
All other terms and conditions remain unchanged.							
,	•						
Except as provided herein, all terms and conditions of	of the document referenced in	Item 9A or 10A, as here	tofore o	hanged, remains unch	anged and in	full force an	d effect.
)(6);(b)(7)(C)	11 4 00	(b)(6);(b)(7)(C)					
	15C. DATE SIGNED 09/10/12				and control	16C. DAT	TE INED:
iSN 7540-01-152-8070 tevious Edition Unusable				STANDARD Prescribed b			

2018-ICLI-00040 1564

#### INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

#### Item 3 (Effective date)

- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
- (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
- (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
- (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
- (5) For a modification confirming the contacting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

Item 9. (Amendment of Solicitation No. – Dated) and 10. (Modification of Contract/Order No.-Dated). Check the appropriate box and in the corresponding blanks insert the Number and date of the original solicitation, contract, or order.

Item 12 (Accounting and Appropriation Date). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries.

(1) Accounting classification Net Increase	\$

(2) Accounting classification .......

Net Decrease \$.......

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet."

Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103).

Item 14 (Description of Amendment/Modification).

- (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.
- (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:
  - (i) Total contract price increased by \$......
  - (ii)Total contract price decreased by \$.....
  - (iii)Total contract price unchanged.
  - (3) State reason for modification.
- (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
- (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited –
- (i) A reference to the letter determination; and
   (ii) A statement of the net amount determined to be due in settlement of the contract.
- (6) Include subject matter or short title of solicitation/contract where feasible.

Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

STANDARD FORM 30 (Rev 10-83) BACK

		· · · · · · · · · · · · · · · · · · ·	
AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT	1, CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	S. PROJECT NO. (if applicable)
P00008	See Block 16C		
G. ISSUED BY CODE	ICE/DM/DC-DC	7. ADMINISTERED BY (if other than item 6)	CODE ICE/DM/DC-DC
ICE/Detent Mngt/Detent Contr	acts-DC	ICE/Detent Mngt/Detent Con	tracts-DC
Immigration and Customs Enfo		Immigration and Customs En	
Office of Acquisition Manage	ment	Office of Acquisition Mana	rement
425 I Street NW, Suite (D)(6)(0)	l e e e	801 I Street NW, Suite	
Washington DC 20536		Washington DC 20536	-
8. NAME AND ADDRESS OF CONTRACTOR (No., street,	county, State and ZIP Code)	(X) 9A. AMENDMENT OF SOLICITATION NO.	
POLK COUNTY - IAH DETENTION C	CENTER		
101 W CHURCH ST SUITE 300		99. DATED (SEE ITEM 11)	
LIVINGSTON TX 773513246			•
		10A, MODIFICATION OF CONTRACT/ORDER NO	5.
	2.2	^ DROIGSA-07-0029/	
. *		108, DATED (SEE ITEM 13)	
CODE 0615197810000	FACILITY CODE		
0012131810000		07/25/2007	•
☐ The above numbered solicitation is emended as set for	11. THIS IYEM ONLY APPLIES TO A		ded, [] is not extended,
separate teller or telegram which includes a reference to THE PLACE DESIGNATED FOR THE RECEIPT OF O virtue of this emendment you desire to change an offer	io the solicitation and emendment number FFERS PRIOR TO THE HOUR AND DA Alfredy authorities, such channe may be	ging receipt of this emendment on each copy of the offe ers. FAILURE OF YOUR ACKNOWLEDGEMENT TO I TE SPECIFIED MAY RESULT IN REJECTION OF YO made by telegrem or latter, provided each telegram or	BE RECEIVED AT
to the solicitation and this amendment, and is received 12. ACCOUNTING AND APPROPRIATION DATA (if requi	prior to the opening hour and date speci-	Red,	
See Schedule	wad)		
13. THIS ITEM ONLY APPLIES TO MO	DIFICATION OF CONTRACTS/ORDERS	. IT MODIFIES THE CONTRACT/ORDER NO. AS DES	CRIBED IN ITEM 14.
A. THIS CHANGE ORDER IS ISSUED PL ORDER NO. IN ITEM 10A.	IRSUANT TO: (Specify authority) THE	CHANGES SET FORTH IN ITEM 14 ARE MADE IN TH	E CONTRACT
B. THE ABOVE NUMBERED CONTRACT	ORDER IS MODIFIED TO REFLECT T	HE ADMINISTRATIVE CHANGES (such as changes in ORITY OF FAR 43,103(b).	n paying office.
C. THIS SUPPLEMENTAL AGREEMENT	IS ENTERED INTO PURSUANT TO AU	THORITY OF:	
D. OTHER (Speally type of modification an	id authority)		
X Mutual Agreement of t	he Parties		
	x) is required to sign this document and a	elum 1 copies to the issuing	office
4. DESCRIPTION OF AMENDMENT/MODIFICATION (O			
UNS Number: 061519781	· · · · · · · · · · · · · · · · · · ·		•
he purpose of this modificati	ion is to 1) replace	the verbiage incorporated	in P00006 .
· · · · · · · · · · · · · · · · · · ·			
rom			
his Agreement shall become ef	fective upon the da	te of final signature by th	e ICE
ontracting Officer and the au	thorized signatory	of the Service Provider and	will remain in
ffect for a term not to excee	d one hundred (100)	days, which shall be extend	ded
utomatically for an additiona	l term of one hundre	ed (100) days at the end of	the initial
erm and each successive term.	The total period of	of all terms will not exceed	d 60 Months
lther party may provide writt	en notice of its in	ention to terminate this a	rreement at
ontinued			,
cept as provided herein, all terms and conditions of the de	ocument referenced in Item GA or 10A, a	is heretofore changed, remains unchanged and in full f	orce and effect.
A. NAME AND TITLE OF SIGNER (Type or print)		IGA NAME AND TITLE OF CONTRACTING OFFICE	
o)(6);(b)(7)(C)	(6	)(6);(b)(7)(C)	
	15C, DATE SIGNED		16C, DATE SIGNED
	100, DATE GIGHED		Land
	11/26/12		12/3/12
SN 7540-01-152-8070			NDARD FORM 30 (REV. 10-83)
evidus edition unusable			cribed by GSA (48 CFR) 53.243

REFERENCE NO. OF DOCUMENT BEING CONTINUED DROIGSA-07-0029//P00008

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NAME OF OFFEROR OR CONTRACTOR

TEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT	UNIT PRICE (E)	AMOUNT (F)
	least 120 days in advance of the effective date	( )	(2)	(2)	(2)
	of formal termination.				
			İ .	=== ,	
	То				
		15		· .	
	This Agreement becomes effective upon the date of				
	final signature by the ICE Contracting Officer			•	
	and the authorized signatory of the Service Provider and will remain in effect for a term not				
	to exceed one hundred (100) days, which shall be				
	extended automatically for an additional term of				
	one hundred (100) days at the end of the initial				
	term and each successive term. The total period				139
	of all terms will not to exceed 60 months unless				12 5.50 - X
	extended by bi-lateral modification or terminated				
	in writing by either party.				*
ł	Pithon nautu must				
	Either party must provide written notice of intention to terminate the agreement, 90 days in				
	advance of the effective date of formal	·			3 4
.	termination, or the Parties may agree to a				
	shorter period under the procedures prescribed in				
	Article 11. If this Agreement is terminated by				
	either party under this Article, ICE will be				
	under no financial obligation for any costs after				
- 1	the date of termination. The Service Provider				5 £
	will only be paid for services provided to ICE up				
	to and including the day of termination.			· .	
	2) Extend the period of performance to 01/21/0014		- [		
ľ	2) Extend the period of performance to 01/31/2014				
	Exempt Action: Y		- 1		2 10
	CONTACT INFOMRATION:				
	Fiel <u>d Office POC- (b)(6),(b)(7)(C)</u> , (281) 774-(b)(6)				
	$COR - \frac{(b)(6)(b)(7)(C)}{(281)} 774 \cdot \frac{(b)(6)(1)}{(281)}$				
	Contracting Officer- (b)(6);(b)(7)(C)			*	
	(202) 732-(b)(6);(b)( (b)(6);(b)(7)(C) (b)(6);			3	5 9
. [	Contract Specialist- (202)732-				
	All terms and conditions remain the same.			1.	
	are conditions remain the same.				
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AMENDMENT OF POLICITATION TO	ATION OF COURT A		1. CONTRACT ID CODE	PAGE OF PAGE	s
AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT			1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REC	QUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If appli	icable)
P00009	See Block 16C	<u> </u>			
6 ISSUED BY CODE	TCE/ DM/ DC-DC	7. AD	MINISTERED BY (If other than Item 6)	CODE ICE/DM/D	C-DC
ICE/Detent Mngt/Detent Control Immigration and Customs Enfo Office of Acquisition Manage 425 I Street NW, Suite Washington DC 20536	orcement	Imm Off 801	/Detent Mngt/Detent Conigration and Customs Enice of Acquisition Man. I Street NW, Suite Dington DC 20536	nforcement agement	
8. NAME AND ADDRESS OF CONTRACTOR (No., street	at, county, State and ZIP Code)	J., 19A	AMENDMENT OF SOLICITATION NO.		
POLK COUNTY 602 E CHURCH ST SUITE 1	,		DATED (SEE ITEM 11)		
		x 10	A MODIFICATION OF CONTRACT/ORDER ROIGSA-07-0029/	NO.	
		10	B. DATED (SEE ITEM 13)		
CODE 0615197810000	FACILITY CODE		7/25/2007		
The above numbered solicitation is amended as set fi	11. THIS ITEM ONLY APPLIES TO			ended. [] is not extended.	
separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF virtue of this amendment you desire to change an office to the solicitation and this amendment, and is receive 12. ACCOUNTING AND APPROPRIATION DATA (If not See Schedule	OFFERS PRIOR TO THE HOUR AND D er already submitted, such change may b d prior to the opening hour and date spec quired)	DATE SP be made a cified.	ECIFIED MAY RESULT IN REJECTION OF 1 by telegram or letter, provided each telegram	YOUR OFFER. If by or lotter makes reference	
13. THIS ITEM ONLY APPLIES TO N	CONTRACTS/ORDER	RS. IT M	ODIFIES THE CONTRACT/ORDER NO. AS D	ESCRIBED IN ITEM 14.	
CHECK ONE A THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A	PURSUANT TO: (Specify authority) THE	E CHANC	GES SET FORTH IN ITEM 14 ARE MADE IN	THE CONTRACT	
_ X			MINISTRATIVE CHANGES (such as change OF FAR 43.103(b).	s in paying office,	
C. THIS SUPPLEMENTAL AGREEMEN	IT IS ENTERED INTO PURSUANT TO A	AUTHOR	ITY OF:		
D. OTHER (Specify type of modification	and authority)				
E. IMPORTANT: Contractor (2) is not.	is required to sign this document an	nd return	copies to the issuit	ng office.	
14 DESCRIPTION OF AMENDMENT/MODIFICATION DUNS Number: 061519781	(Organized by UCF section headings, in	ncluding :		-	
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Field Office POC- (b)(6):(b)(7)(C) COR-(b)(6):(b)(7)(C) (281	(281) 774-(b)(6); ) 774(b)(6);(				
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<ol> <li>Incorporate new invoice in the control of the control</li></ol>		8			
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Except as provided herein, all terms and conditions of the	e document referenced in Item 9A or 10				
15A. NAME AND TITLE OF SIGNER (Type or print)	(b)(	16A (6);(b)(7	NAME AND TITLE OF CONTRACTING OFF ()(C)	ICER (Type or print)	
158. CONTRACTOR/OFFEROR	15C. DATE SIGNE			16C. DATE	SIGNED
(Signature of person authorized to sign)					/13
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NAME OF OFFEROR OR CONTRACTOR

EM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	table below:				
	Payment Rates-		1		
	CLIN 0004-Per Diem (b)(7)(E)				
	CLIN 0008-Bed day Rate (b)(7)(E)				
	CLIN 0009-Stationary Guard and Transportation	1			
	Officer Rates		1		18
	CLIN 0009-Straight time s(b)(7)(E per hour				
	CLIN 0009-Overtime	l			
	CLIN 0010-Transportation Services:	1			
	Transportation mileage reimbursable rates will be	1			
	commensurate with current applicable federal	i	l		
	travel allowance rates.				
	Exempt Action: Y			,	
	All terms and conditions remain the same.				
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NSN 7540-01-152-6067

## **DROIGSA-07-0029**

## INTER-GOVERNMENTAL SERVICE AGREEMENT ("IGSA")

### BETWEEN THE

UNITED STATES DEPARTMENT OF HOMELAND SECURITY U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT

AND

### POLK COUNTY, TEXAS

This Agreement is entered into between United States Immigration and Customs Enforcement, hereinafter referred to as "ICE", and Polk County, Texas, hereinafter referred to as the "PROVIDER" for the detention and care of aliens (thereafter referred to as "DETAINEES").

### **FACILITY LOCATION:**

The PROVIDER shall provide detention services for detainees at the following institution(s):

IAH Detention Center 3400 FM 350 South Livingston, TX

## PERFORMANCE:

The PROVIDER is required, in units housing ICE detainees, to perform in accordance with the most current editions of the ICE Detention Standards, American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, latest edition, National Commission on Correctional Health Care (NCCHC). Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with DHS/ICE Policy or Standards, DHS/ICE Policy and Standards prevail. ICE Inspectors will conduct periodic inspections of the facility to assure compliance of the aforementioned standards.

The PROVIDER will have eighteen (18) months from commencement of this agreement to become ACA accredited. The PROVIDER shall, within nine (9) months from the date this facility becomes operational, to formally apply for accreditation to the American Correctional Association. The PROVIDER shall furnish written proof of such application to ICE within five (5) days of the application.

### PERIOD OF PERFORMANCE:

This Agreement shall become effective upon the date of final signature by ICE and the PROVIDER and remain in effect indefinitely unless terminated in writing, by either party. Either party must provide written notice of intention to terminate the agreement, 120 days in advance of the effective date of formal

termination.

## **NOTIFICATION AND PUBLIC DISCLOSURES:**

No public disclosures regarding this IGSA shall be made by the PROVIDER, except as may be required by federal or state law, or regulation (or any of their contractors or subcontractors) without the review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer. The Government considers such information privileged or confidential until award of a formal order under this IGSA.

### ORDERS:

Orders will be placed under this IGSA when specific requirements have been identified and funding obtained. Performance under this IGSA is not authorized until the Contracting Officer issues an order, in writing.

## PAYMENT RATE:



In consideration for the **PROVIDER'S** performance under the Terms and Conditions of this Agreement, ICE shall make payment to the **PROVIDER** for each detainee accepted and housed by the **PROVIDER**. This rate is the per diem rate for the support of one Detainee per day and shall include the day of arrival but not the day of departure.

The PROVIDER shall not charge for costs, which are not directly related to the housing and detention of detainees. Such costs include, but are not limited to:

- A) Salaries of elected officials.
- B) Salaries of employees not directly engaged in the housing and detention of detainees.
- C) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments.
- D) Detainee services which are not provided to, or cannot be used by detainees.
- E) Operating costs of facilities not utilized by detainees.
- F) Interest on borrowing (however represented), bond discounts, cost(s) of financing/refinancing, and legal or professional fees.

## FIRM-FIXED -PRICE - PER-DIEM RATES AND PRICE ADJUSTMENTS

Per Diem rate established by this agreement shall be considered firm-fixed-price with economic price adjustment. The per diem rate of will be in effect for the first 12 months of the agreement. The rates cover one (1) person per "prisoner day." The Federal Government may not be billed for two (2) days when a prisoner is admitted one evening and removed the following morning. PROVIDER may bill for the day of arrival, but not for the day of departure. The Per Diem rate is subject to price adjustment at the end of each performance period of one year.

Performance Periods - For the purpose of price adjustments, the performance of this Agreement is twelve (12) months in duration. The first period shall extend from the effective date of the Agreement forward for twelve (12) months. All succeeding periods shall begin on the anniversary date of the preceding period.

Basis for Price Adjustment - A fixed-price with economic price adjustment provides for upward and downward revision of the stated Per Diem based upon cost indexes of labor and operating expenses, or based upon PROVIDER'S actual cost experience in providing the service.

## **MODIFICATION:**

This Agreement, or any of its specific provisions, may be revised or modified by signatory concurrence of the undersigned parties, or their respective official successors.

### TRANSPORTATION SERVICE:

- 1. The PROVIDER shall provide all such air/ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the Contracting Officers' Technical Representative ("COTR") or designated ICE official. Transportation mileage reimbursable rates will be commensurate with current applicable federal travel allowance rates. When officers are not providing transportation services the PROVIDER shall assign the employees to supplement security duties within the facility or on-call duties to assist ICE as directed by the COTR or designated ICE official. However, the primary function of these officers is transportation. On-call duties as directed by the COTR utilizing these officers shall not incur any additional expense to the government.
- 2. The PROVIDER shall assign at a teams of transportation officers on a daily basis distributed throughout a twenty-four (24) hour period Monday through Friday excluding Holidays. On weekends and holidays, the PROVIDER shall provide at least teams of transportation officers throughout a twenty-four (24) hour period on weekends and holidays. The COTR shall approve the number of teams assigned to any shift or period of time in order to meet the needs of ICE transportation requirements.

- 3. The PROVIDER shall furnish a minimum good repair and suitable, approved by the government, to safely provide the required transportation service. At least three (3) of the vehicles must have the capacity of either forty-eight (48), forty (40), or thirty-eight (38) passengers and the other vehicles must have a capacity of at least twelve (12) passengers. Nothing in this agreement shall restrict the PROVIDER from acquiring additional vehicles as deemed necessary by the PROVIDER at no cost to the Government. The PROVIDER shall not allow employees to use their privately owned vehicles to transport detainees. The PROVIDER shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The PROVIDER shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation.
- 4. In the event of transportation services involving distances that exceed a standard eight (8) hour workday to complete, the PROVIDER shall be reimbursed related costs of lodging and meals commiserate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this agreement. The PROVIDER shall comply with ICE transportation standards related to the number of hours the PROVIDER employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official.
- 5. The transportation shall be accomplished in the most economical manner.
- 6. The PROVIDER personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those worn by PROVIDER personnel provided for in the other areas of this agreement.
- During all transportation activities, at least one officer shall be the same sex as the detainee.
   Questions concerning guard assignments shall be directed to the COTR for final determination.
- 8. The PROVIDER shall, upon order of the COTR, or upon his own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The PROVIDER shall then transport the detainee to the detention site.
- The COTR may direct the PROVIDER to transport detainees to unspecified, miscellaneous locations.
- 10. When the COTR provides documents to the PROVIDER concerning the detainee(s) to be transported and/or escorted, the PROVIDER shall deliver these documents only to the named authorized recipients. The PROVIDER shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.

11. The PROVIDER shall establish a communications system that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COTR shall be provided with current status of all vehicles and post assignment employees.

### **GUARD SERVICES:**

- 1. The PROVIDER agrees to provide stationary guard services on demand by the COTR and shall include, but are not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other location requested by the COTR. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the PROVIDER under their policies, procedure and practices. The PROVIDER agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the COTR.
- 2. The PROVIDER shall be authorized one officer for each such remote post, unless otherwise directed by the COTR or designated Agency official.
- 3. Such services shall be denoted as a separate item on submitted invoices. ICE agrees to reimburse the PROVIDER for actual stationary guard services provided at a negotiated rate of (D)(7)(E) per guard, per hour.

### MEDICAL SERVICES:

In the event of an emergency, the PROVIDER shall proceed immediately with necessary medical treatment. In such event, the PROVIDER shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and type of treatment provided.

The PROVIDER shall ensure that all health care service providers utilized for ICE detainees hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The PROVIDER shall retain a registered nurse to provide health care and sick call coverage unless expressly stated otherwise in this Agreement. In the absence of a health care professional, non-health care personnel may refer detainees to health care resources based upon protocols developed by the United States Public Health Service (USPHS) Division of Immigration Health Services (DIHS). Healthcare or health trained personnel may perform screenings.

The PROVIDER shall ensure that onsite medical and health care coverage as defined below is available for all ICE detainees at the facility for at least eight (8) hours per day, seven (7) days per week. The PROVIDER shall ensure that its employees solicit each detainee for health complaints and deliver complaints in writing to the medical and health care staff.

The PROVIDER shall furnish onsite health care under this Agreement. The PROVIDER shall not charge any ICE detainee an additional fee or co-payment for medical services or treatment provided at the PROVIDER'S facility. The PROVIDER shall ensure that ICE detainees receive no lower level of onsite medical care and services than those it provides to local inmates. Onsite health care services shall include arrival screening within twenty-four (24) hours of arrival to the facility, sick call coverage, provision of over-

the-counter medications, treatment of minor injuries (e.g. lacerations, sprains, contusions), treatment of special needs and mental health assessments. Detainees with chronic conditions shall receive prescribed treatment and follow-up care.

Arrival screening shall include at a minimum TB symptom screening, planting of the Tuberculin; skin Test (PPD), and recording the history of past and present illnesses (mental and physical). If the PROVIDER determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the PROVIDER shall notify ICE. Upon such notification, the PROVIDER shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.

The DIHS acts as the agent and final health authority for ICE on all off-site detainee medical and health related matters. The relationship of the DIHS to the detainee equals that of physician to patient. The PROVIDER shall release any and all medical information for ICE detainees to the DIHS representatives upon request, except where prohibited by federal or state law or regulation. The PROVIDER shall solicit DIHS approval before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, cosmetic dental prosthetics, dental care for cosmetic purposes). The PROVIDER shall submit supporting documentation for non-routine, off-site medical/health services to DIHS. For medical care provided outside the facility, the DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of ICE and the detainee. ICE may refuse to reimburse the PROVIDER for non-emergency medical costs incurred that were not pre-approved by the DIHS. The PROVIDER shall send requests for pre-approval for non-emergency off-site care to:

United States Public Health Service Division of Immigration Health Services 1220 L Street, NW, PMB 15161 Washington, DC 20005-4018 Phone: (703) 541 10(6)(6)

The PROVIDER is to notify all medical providers approved to furnish off-site health care of detainees to submit their bills in accordance with instructions provided to:

BCE Emergis DIHS Claims P.O. Box 10250 Gaithersburg, MD 20898-0250 Phone: (888) 383-3922 Fax: (888) 383-3957

Fax: (202) 318-0080

The PROVIDER shall furnish twenty-four (24) hour emergency medical care and emergency evacuation procedures. In an emergency, the PROVIDER shall obtain the medical treatment required to preserve the detainee's health. The PROVIDER shall have access to an off site emergency medical provider at all times. The Health Authority of the PROVIDER shall notify the DIHS Managed Care Coordinators, ICE Health Services, 1220 L Street, NW, PMB 468, Washington, DC, 20005-4018, phone (888) 718-8947, fax (202)

318-0080, as soon as possible, and in no case more than seventy-two (72) hours after detainee receipt of such care. The Health Authority will obtain pre-authorization from the DIHS Managed Care Coordinator for service(s) beyond the initial emergency situation.

The PROVIDER shall allow DIHS Managed Care Coordinators reasonable access to its facility for the purpose of liaison activities with the Health Authority and associated Service Provider departments. The PROVIDER and all medical providers approved to furnish off-site health care of detainees shall submit their bills to:

BCE Emergis DIHS Claims P.O. Box 10250 Gaithersburg, MD 20898-0250 Phone: (888) 383-3922 Fax: (888) 383-3957

The ICE and PHS may refuse to reimburse the PROVIDER for non-emergency medical costs incurred that were not pre-approved by the DIHS.

The PROVIDER agrees to accept and provide for the secure custody, care, and safekeeping of detainees in accordance with the State, and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

The PROVIDER agrees to provide ICE detainees with the same level of medical care and services as provided to non-ICE detainees as part of the per diem rate. This rate includes:

- On-site sick call (when provided by on-site staff);
- Medication (over the counter/non-legend and routine drugs and medical supplies);

Escort/security services for transport to/from emergency or non-emergency health care services as either an in-patient or out-patient.

### **DETAINEE TELEPHONE SERVICES:**

The PROVIDER shall contact the ICE Detainee Telephone Services provider to arrange for detainee telephone services at the contractual rates provided in the ICE contract with said provider for facilities utilized by ICE detainees. The following is contact information for the aforementioned provider:

Public Communications Services 11859 Wilshire Boulevard, Suite 600 Los Angeles, CA 90025 1-800-350-1000

#### MAINTAIN INSTITUTIONAL EMERGENCY READINESS

The PROVIDER shall submit an institutional emergency plan that will be operational prior to start of the

agreement. The plan shall receive the concurrence of the Contracting Officer prior to implementation and shall not be modified without the further written concurrence of the Contracting Officer.

The PROVIDER shall have written agreements with appropriate state and local authorities that will allow the PROVIDER to make requests for assistance in the event of any emergency incident that would adversely affect the community.

Likewise, the **PROVIDER** shall have in place, an internal corporate nation-wide staff contingency plan consisting of employees who possess the same expertise and skills required of staff working at the Facility. At the discretion of ICE, these employees would be required to respond to an institutional emergency at the contracted facility if deemed necessary.

The emergency plans shall include provisions for two or more disturbance control teams. Protective clothing and equipment for each team member and 30 percent of all additional facility staff members shall be provided by the PROVIDER, and maintained in a secure location outside the secure perimeter of the facility.

Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Government. The PROVIDER shall reimburse the Government for any and all expenses incurred in providing such assistance.

The COTR or designated ICE official shall be notified immediately in the event of all serious incidents. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; central inmate monitoring cases admitted to a community hospital; witness security cases taken outside the facility; significant environmental problems that impact the facility operations; transportation accidents (airlift, bus, etc.) resulting in injuries, death or property damage; and sexual assaults.

Attempts to apprehend the escapee(s) shall be in accordance with the Emergency Plan, which should comply with ICE policy regarding Emergency Plans.

The PROVIDER shall submit to the COTR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents, electronics/stun technology, etc.) intended for use during performance of this contract. The COTR, prior to the start of the agreement, shall give concurrence to/concurred with the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the Contracting Officer.

The PROVIDER shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the institution. The use of force by the PROVIDER shall at

all times be consistent with all applicable policies of ICE policy on Use of Force.

### RECEIPT AND DISCHARGE OF FEDERAL DETAINEES:

The PROVIDER agrees to receive and discharge Federal detainees only from and to properly identified law enforcement officers and with prior authorization. Admission and discharge of Federal detainees shall be fully consistent with PROVIDER policies and procedures.

ICE detainees shall not be released from the facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.

### BACKGROUND CLEARANCE PROCEDURES

Background Investigations Required

The PROVIDER shall process all background investigations in accordance with proposed procedures annotated in Attachment 2 of this agreement. ICE will be the final approval authority for all PROVIDER staff that work with Federal detainees under the terms of this agreement. No individual who is under supervision or jurisdiction of any parole, probation or correctional authority shall be employed. Prior to employees entering on duty (EOD) at the facility, the PROVIDER shall insure all agreed upon procedures have been satisfactorily completed.

# ESTABLISH AND MAINTAIN A PROGRAM FOR THE PREVENTION OF SEXUAL ABUSE/ASSAULT

The PROVIDER shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program. This program shall include training that is given separately to both staff and detained alike.

### INSPECTION:

The following FAR clause is hereby made pursuant to this agreement.

### 52.246-4 INSPECTION OF SERVICES-FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The PROVIDER shall provide and maintain an inspection system acceptable to the Government covering the services under this agreement. Complete records of all inspection work performed by the PROVIDER shall be maintained and made available to the Government during contract performance and for as long afterwards as the agreement requires.
- (c) The Government has the right to inspect and test all services called for by the agreement, to the extent practicable at all times and places during the term of the agreement. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the PROVIDER or a subcontractor,

the PROVIDER shall furnish, and shall require subcontractors to furnish, at no increase in agreement price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform to agreement requirements, the Government may require the **PROVIDER** to perform the services again in conformity with agreement requirements, at no increase in agreement amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to agreement requirements and (2) reduce the agreement price to reflect the reduced value of the services performed.

(f) If the PROVIDER fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with agreement requirements, the Government may (1) by contract or otherwise, perform the services and charge to the **PROVIDER** any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the agreement for default.

### **BILLING PROCEDURE:**

- (A) <u>Invoices</u> Invoices shall itemize each detainee by name, register number, dates of stay, and appropriate detainee-day rate. Billing shall be based upon the actual number of detainee days used.
- (B) Invoices Submission
  U.S. Immigration and Customs Enforcement
  William Kowis
  5520 Greens Road
  Houston, Texas 77032
  832-435-6794
- (B) <u>Payment</u> Payments will be made to the PROVIDER after receipt of a complete invoice, which shall contain a remittance address. All transfer(s) will be accomplished through Electronic Funds Transfer (EFT) on a monthly basis. The Prompt Payment Act shall apply.

<u>CONTRACTING OFFICERS' TECHNICAL REPRESENTATIVE (COTR)</u>: William Kowis or successor is hereby designated as COTR for this Agreement. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes which could affect the price, quantity, or performance of this Agreement.

<u>IN WITNESS WHEREOF</u>, the undersigned, duly authorized officers, have subscribed their names on behalf of Polk County and U.S. Immigration and Customs Enforcement.

## **ATTACHMENTS**

Attachment 1	IPer	formance	Requirement	Summary	Table

Attachment II.....Staffing Plan

Attachment III.......January 24, 2007 letter from Polk County

- A. Employment Background Process
- B. Detainee Population Ramp Up Plan
- C. Corporate/Administration Staff Assigned to Agreement

Attachment V......February 07, 2007 letter from Polk County

A. Transportation plan

## ATTACHMENT I - Performance Requirement Summary Table

This Performance Requirements Summary (PRS) serves to communicate what the Government intends to qualitatively inspect. The PRS and Reviewers Guide are based on ACA standards, professional guidelines referenced by the agreement, applicable Government policy and any other appropriate measure within the agreement of services. The PRS and Reviewers Guide identify:

- Each contract requirement, the functional areas, and quality level essential for successful performance of each requirement;
- Summarize the functional areas; and
- Specify the maximum percentage of total reduction in agreement price attributable to each requirement.

maintenance of detain	anagement – addresses policy development and monitoring; internal quality control ee records, funds, and property; admission and orientation procedures; detainee lations for the disabled
Reduction: 20%	
Functional Areas	Policy Development and Monitoring
	Internal Inspections and/or Reviews
	Detainee Records
	Admission and Orientation
	Personal Property and Monies
	Detainee Release
	Accommodations for the Disabled
	Policy On Staffing
	Quality Control

Security and Control - addresses the issuance of policies and procedures to staff; appropriate use of force; maintenance of daily incident logs; emergency readiness; and detainee accountability and discipline Reduction: 25% **Functional Areas** Post Orders Permanent Logs Security Features Security Inspections and/or reviews Control of Contraband Detainee Searches Detainee Accountability and Supervision Use of Force Non-routine Use of Restraints Tool & Equipment Control Weapons Control Detainee Discipline Supervision for Special Housing Contingency/Emergency Plan Food Service - addresses basic sanitation procedures and the adequacy of meals provided to detainees Reduction: 15% Functional Areas Sanitation Requirements Ensure Meals are Varied Special Diets

Staff and Detainee Communication - addresses opportunities for detainees to communicate with staff;
detainee grievance procedures; and the provision of diversity training for staff

Reduction: 5%			
Functional Areas	Staff-Detainee Communication	i e	
	Diversity Training		
	Detainee Grievances		

Safety and Sanitation – addresses the adequacy of fire safety programs; the control of dangerous materials and/or hazards; air quality, noise levels, and sanitation of the facility; and the cleanliness of clothing and bedding

Reduction: 10%

	Non-Hazardous Furnishings
	Control of Dangerous Materials
	Environmental Control
	Clothing and Bedding
	Personal Hygiene/Well-being
	Physical Facility and Equipment
Services and Programs	- addresses detainee classification; religious practices; work assignments; availabili
of exercise opportunitie	es; access to legal materials and legal representation; access to a telephone; visitation
privileges; and the hand	dling of detainee mail and correspondence
0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Reduction: 15%	
Functional Areas	Classification, Review, and Housing
	Religious Practices
	Volunteer Work Assignments
	Work Assignments and Security
	Exercise and Out-of-Cell Opportunities
	Legal Materials
	Legal Representation
	Telephone Access
	Visitation Privileges

procedures, and the ac	addresses the adequacy of the facility's hiring process and background check lequacy of procedures to respond to allegations of staff misconduct
Reduction: 5%	
Functional Areas	Staff Background and Reference Checks
	Staff Training, Licensing, and Credentialing
4.1	Staff Misconduct
Detainee Discriminatio discrimination against	on – addresses the adequacy of policies and procedures designed to prevent detainees based on gender, race, religion, national origin, or disability
Reduction: 5%	
Functional Areas	Discrimination Prevention

<u>IN WITNESS WHEREOF</u>, the undersigned, duly authorized officers, have subscribed their names on behalf of Polk County and U.S. Immigration and Customs Enforcement.

ACCEPTED:	ACCEPTED:	
U.S. Immigration and Customs Enforcement	Polk County, Texas	
Contracting Officer	Title: County Judge	
Name: (b)(6);(b)(7)(C)	Name <mark>(b)(6),(b)(7)(C)</mark>	
Signat	Signat	
Date: 7/25/07	Dare: May 7, 2007	

## FEDERAL GOVERNMENT QUALITY ASSURANCE.

The Government's Quality Assurance Program (QASP) is based on the premise that the provider, and not the Government, is responsible for management and quality control actions to meet the terms of the agreement. The QASP procedures recognize that the provider is not a perfect manager and that unforeseen and uncontrollable problems do occur. Good management and use of an adequate QCP will allow the facility to operate within acceptable quality levels.

Each phase of the services rendered under this agreement are subject to inspection both during the providers operations and after completion of the tasks.

When the provider is advised of any unsatisfactory condition(s), the contractor shall submit a written report to the Contracting Officer (CO) addressing corrective/preventive actions taken. The QASP is not a substitute for quality control by the provider.

The COTR may check the contractor's performance and document any noncompliance, however, only the Contracting Officer may take formal action against for unsatisfactory performance.

The Government may reduce the invoice or otherwise withhold payment for any individual item of nonconformance observed. The Government may apply various inspection and extrapolation techniques (i.e., 100 % surveillance, random sampling, planned sampling, unscheduled inspections, etc.) to determine the quality of services and the total payment due.

FAILURE TO PERFORM REQUIRED SERVICES. The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this agreement. Any reductions in the invoice shall reflect the agreement's reduced value resulting from the failure to perform required services.

## ATTACHMENT II - Staffing Plan

## ADDENDUM: Proposal to the U.S. Immigration and Customs Enforcement:

## Detention Bed Availability – IAH Detention Facility

Responding to Proposal Request Dated November 28, 2006

Submitted March 2007

## Staffing Plan

Title	FTE	FT/	Title	FRE	FT/PT
Warden	(b)(7)(E)	PT FT	Captain	(b)(7)(E)	FT
Asst. Warden		FT	Lieutenant		FT
Chief of Security		FT	Sergeant		FT
Business Manager		FT	Maintenance Officer		FT
HR Manager		FT	Correction Officer		FT
Clerk		FT	Chaplain		FT
Health Administrator*		FT	Mental Health Worker*		PT
Physician*		PT	Dentist*		PT
Psychiatrist*		PT	RN*		FT/
					PT
LPN*		FT/	Records Clerk*		FT
-	-	PT			
Dental Assistant*		PT.			

Positions may be altered depending upon Operator's need to become NCCHC Accreance or whether the Operator must perform within the guidelines of NCCHC.

It is understood, and represented in the staffing plan above, that the Operator shall provide two (2) Correction Officers (Monday thru Friday) during normal business hours to be utilized as bailiffs as well as Officer (Monday thru Friday) during normal business hours to be utilized as a Lobby Officer to meet the needs of Immigration and Customs Enforcement and the respective courtroom(s). It is further understood that in instances where Officers are not providing bailiff services, the Operator will assign the employees to supplement security duties within the facility or to assist ICE as directed by the COTR or designated ICE official. The Operator understands, however, that the primary function of these Officers is for bailiff functions and their duties, as assigned by COTR, shall not incur any additional expense to the government.



# JOHN P. THOMPSON COUNTY JUDGE

January 24, 2007

U.S. Immigration and Customs Enforcement Office of Detention and Removal Detention Management Division 80 I Street, NW Suite Dic

Washington, DC 25036 Attn: (b)(6)(b)(7)(C)

RE: Proposal Request - 500 Detention Beds at IAH Detention Center

## Dear (b)(6),(b)(7)(C)

Per your request, please find the employment background process, the detained population ramp up plan, and a listing of Government/Corporate administrative staff, consistent with the proposal request of November 2006 and the subsequent proposal response submitted in December 2006. If more detailed information is required or any questions or concerns may arise, please do not hesitate to contact me at your convenience.

### **Employment Background Process**

The Facility Operator's employment background process is facility specific and is always in accordance with the Federal, State, and County Jurisdiction in which we operate as well as with the specific jurisdictions for which they hold offenders. The typical background process conducted in Jail Management Facilities includes, but is not limited to, fingerprinting, criminal history check, citizenship/work eligibility verification, drug screen, physical fitness test, psychological screen, employment reference check, and personal reference check.

With this facility, the Operator intends on instituting the guidelines as set forth by ICE for the employment background process.

POLK COUNTY COURTHOUSE

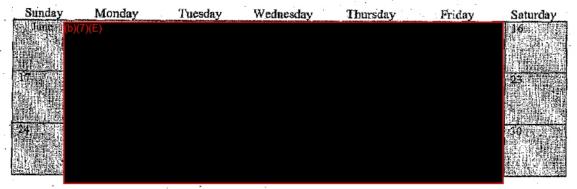
LIVINGSTON, TEXAS 77351

(936) 327-6813

FAX: (936) 327-6891

### Facility Ramp-Up Plan

The facility ramp-up plan below considers the intake of 100 immates every other business day, thus providing the ability to secure 500 detainees within a two-to-three week time frame. This schedule, however, can be adjusted, either more or less aggressively, based upon the needs of ICE.



### Corporate / Administration Staff Assigned to Agreement

As noted in the proposal, CiviGenics is the Operator of the facility. The respective Corporate/Administrative staff responsible for overseeing the IAH facility is identified below, which is accompanied by a brief narrative portraying their experience in the criminal justice field.

Jim Shaw, Regional Manager (Texas)

Prior to joining CiviGenics, Jim Shaw enjoyed a 20-year tenure with the Texas Department of Criminal Justice included four years as Senior Warden of the then largest prison in the State, the Coffield Unit, a facility housing over 4,000 prisoners. While overseeing TDCJ's 3,000-bed Terrell Unit, Mr. Shaw won nomination as National "Warden of the Year" from the State of Texas. In January 1996, he was promoted to Regional Director for Region II, where he had oversight of 16 units, 28,000 immates, and 7500 staff members.

## John Gilbert, Deputy Regional Manager (Texas)

John Gilbert oversees jail and detention center operations under the direction of Jim Shaw. He is responsible for supervising Wardens of Civigenics Texas facilities, overseeing contract and regulatory compliance for CiviGenics' federal, state and county offender housing contracts, developing policies and procedures, assisting with the implementation of new facility operations, and conducting scheduled and unscheduled facility site visits for internal auditing purposes. Prior to joining CiviGenics, John Gilbert was employed by TDCJ for over twenty years. As Division Director, Private Facilities Division, Texas Department of Criminal Justice (TDCJ), his responsibilities included the management of contracts and the monitoring of contract compliance of all privately contracted facilities; the management of the agency's laundry and food services division and; the management of security systems and operations within the correctional institutions division. He led a staff of approximately 150 employees and managed an annual operating budget of over 100 million dollars.

## Corporate / Administration Staff Assigned to Agreement (cont)

Bob Prince, Regional Marketing & Customer Relations (Texas)

Bob Prince is a retired captain of the Texas Rangers with more than 35 years of criminal justice experience. Prior to serving with the Texas Rangers, he was a member of the Texas Highway Patrol. During his distinguished career with the Rangers, Mr. Prince received numerous commendations. Over the years he has worked professionally with a wide range of federal, state, and local corrections officials. Mr. Prince is CiviGenies Texas' primary liaison with federal, state and local law enforcement officials (including the Texas Dept. Public Safety, Texas Rangers, and the US Marshals Service as well as county sheriffs).

George Vose, Executive Vice-President for Operations (Corporate)

George Vose was formerly Commissioner of the Massachusetts Department of Corrections as well as Director of the Rhode Island Department of Corrections under two state administrations. His day-to-day responsibilities at CiviGenies include executive oversight of facility activation and operations as well as supervision of the Regional Directors who manage programs and services across the nation. Prior to joining CiviGenies, Mr. Vose provided consulting services to the National Institute of Corrections, the National Institute of Justice, the Ontario Ministry of Correctional Services, and state Departments of Corrections and Public Safety across the US.

Again, if any questions or concerns may arise, please feel free to contact me at your convenience.

Sincerely

John P. Thompson

County Judge

co: John W. Washington, Chief - Detention Acquisition Support Unit
Anthony Gomez, Deputy Assistant Director - Office of Acquisition Management
Titnothy Perry, Deputy Assistant Director - Detention Mgt. Division



# JOHN P. THOMPSON COUNTY JUDGE

February 7, 2007

U.S. Immigration and Customs Enforcement
Office of Detention and Removal
Detention Management Division
801 I Street, NW
Suit D(6)(0)(
Washington, DC 25036
Attn

RE: Proposal Request - 500 Detention Beds at IAH Detention Center

Dear(b)(6);(b)(7)(C

Per your request, please find the transportation services and stationary guard addendum, as requested in your e-mail and phone conversation with Marcia Cook on February 7, 2007. These issues remain consistent with the proposal request of November 2006 and the subsequent proposal response submitted in December 2006. If more detailed information is required or any questions or concerns may arise, please do not hesitate to contact me at your convenience.

### Transportation Service

The Operator will perform transportation services, other then medical or court related transportation, based on the following assumptions:

- A minimum of two (2) trips per 7 day week from the Facility to the ICE contract detention facility in Houston, Texas, which is approximately 125 miles round trip.
- Infrequent trips to Beaumont, Texas, which is approximately 180 miles round trip.

It is also assumed that most transportation requirements will be limited to within a 350-mile radius of the IAH Detention Center and consist of the transport of anywhere between one (1) and two hundred (200) detainees at any given time.

The Operator will provide all such ground transportation services as may be required to transport detainess securely, in a timely manner, to locations as directed by the COTR or designated ICE Official. It is understood that transportation inileage reimbursable rates will be commensurate with current applicable federal travel allowance rates. It is further understood that in instances where Officers are not providing transportation services, the Operator will assign the employees to supplement security duties within the facility to assist ICE as directed by the COTR or designated ICE official. The Operator understands, however, that the primary function of these Officers is transportation and their duties, as assigned by COTR, shall not incur any additional expense to the government.

POLK COUNTY COURTHOUSE

LIVINGSTON, TEXAS 77351

(936) 327-6813

FAX: (936) 327-6891

The Operator will assign, at a minimum, (b)(7)(E) of Transportation Officers on a daily basis distributed throughout a twenty-four (24) hour period Monday – Friday, excluding Holidays. On weekends and Holidays; the Operator will provide at least (b)(7)(E) – person teams of Transportation Officers throughout a twenty-four (24) hour period. The COTK snall approve the number of teams assigned to any shift or period of time in order to meet the needs of ICE transportation requirements.

The Operator furnishes, and will continue to furnish, vehicles in good repair and suitable condition, approved by the government, to safely provide the required transportation services referenced above.

It is understood that the Operator will not allow employees to use their privately owned vehicles to transport detainees at any time. The Operator will furnish vehicles equipped with interior security features including, but not limited to, the ability for physical separation of detainees from guards. The Operator will also provide the interior security specification of the vehicles to ICE for review and approval prior to accepting immates at the Facility.

In the event that transportation services involving distances that exceed a standard eight (8) hour workday to complete, it is understood that the Operator will be reimbursed for related costs associated with lodging and meals, in accordance with the U.S. General Services Administration rates for such within the geographical area of occurrence. It is further understood that any incurred overtime pay for such services will be reimbursed at the applicable Department of Labor overtime rate for the Transportation Officer position incorporated within this agreement. The Operator will comply with ICE transportation standards related to the number of hours the Operator's employee may operate a vehicle. Overnight lodging resulting from transportation services will be approved in advance by the COTR or designated ICE Official.

In all instances, the Operator will provide transportation services in the most economical manner possible.

The Operator will provide personnel for the aforementioned services with the same qualifications, training, security clearances, and uniforms as the Operator's personnel operating within the Facility.

During all transportation activities, a minimum of one Officer will be the same sex as the detainee(s) being transported. It is understood the COTR or designated ICE Official will have final determination concerning guard assignments.

The Operator will provide, upon order of the COTR or designated ICE Official, or upon its own decision in an urgent medical situation, transport for a detaince to a hospital location. Assigned Officer(s) will keep said detainee(s) under constant supervision (24 hours per day) until the detainee is ordered released form the hospital facility or at the order of the COTR or designated ICE Official. The Operator is responsible for the transportation to the hospital facility and back to the Facility.

It is understood that the COTR, or designated ICE Official, may direct the Operator to transport detaineds to unspecified, miscellaneous locations.

When the COTR or designated ICE Official provides documents to the Operator concerning detainee(s) to be transported and/or escorted, the Operator will deliver these documents only to the named authorized recipients. The Operator will ensure the material is kept confidential and not viewed by any person other then the authorized recipient.

It is understood that failure of the Operator to comply fully with the detainec(s) departure as prescheduled may result in the Operator having deductions made for non-performance.

### **Guard Services**

The Operator agrees to provide stationary guard services on demand by the COTR or designated ICE Official, which will include, at a minimum, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other location requested by the COTR or designated ICE Official. Qualified personnel, employed by the Operator under their policies, procedures, and practices, will perform such services. The Operator agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detained monitoring, visitation, and contraband control. Public contact will be prohibited unless authorized in advance by the COTR or designated ICE Official.

It is understood that the Operator will be authorized (0)(7)(E) for each such remote post, unless at the direction of the COTR or designated ICE Official.

The Operator will provide an itemized monthly invoice for such stationary guard services that states the number of hours being billed, the duration of the billing (times and dates) and the name of detainee(s) that were guarded. Such services will be denoted as a separate item on said invoices. It is understood that ICE will reimburse the Operator for actual stationary guard services provided at a rate of \$15.00 per hour per guard.

Sincerely

John P. Thompson County Judge

cc

gton, Chief – Detention Acquisition Support Unit
Deputy Assistant Director – Office of Acquisition Management
Deputy Assistant Director – Detention Mgt. Division

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT	-	1. CONFRACT ID CODE		F PAGES
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appropriation date, etc.) SET FORTH I	N ITEM 14, PURSUANT TO THE AUT	IORIT	DMINISTRATIVE CHANGES (such as changes of YOF FAR 43.103(b).	in paying office,	
C. THIS SUPPLEMENTAL AGREEMENT	S ENTERED INTO PURSUANT TO AL	Этно	RILY OF:		
	·				
D. OTHER (Specify type of modification an				·	
X   Mutual Agreement of the	ne Parties				
IMPORTANT; Contractor is not, in	is required to sign this document and	retum	1copies to the issuing of	tice.	
& DESCRIPTION OF AMENDMENT/MODIFICATION (OF	ganized by UCF spolion boadings, incl	luding	solicitation/contract subject matter where feasible	9.)	
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revailing Wage Determination	for Polk County T	exa	s and the security requ	irement f	or
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nd Price Adjustments clause	and the addition o	f a	Contracting Officers'	Technica?	
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PAGE 2

OF

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
(A)	(B)	(C)	(D)	(E)	(F)	
	Federal Service Contracts, is here by incorporated Attachment I to this modification,	into t	he	reference IGS	A as per	
	b) The Wage Determination Number 2007-0570, Revision adopted wage rates and benefits for Polk County Texture the referenced IGSA per enclosed Attachment II, to	kas is	her	eby incorpora	with ted into	
	c) The Security requirements for employment screen referenced IGSA under Article VII. Employment Screen follows.					
	Article VII. Employment Screening Requirements					
	A. General. The service Provider shall certify to Enforcement, Contracting Officer that any employees who have access to ICE detainees, will have success screening that includes at a minimum a criminal his reference checks and a citizenship check.	perfo	rmi con	ng under this pleted an em	Agreement, loyment	
	B. Employment Eligibility. Screening criteria that consideration to perform under this agreement included. Felony convictions 2. Conviction of a sex crime 3. Offense/s involving a child victim 4. Felony drug convictions		xc]	ude applicant	s from	
	5. Pattern of arrests, without convictions, that be judgment and reliability to promote efficiency and of the ICE mission. 6. Intentional falsification and/or omission of perinfluence a favorable employment decision.	integr	ity			
	Subject to existing law, regulations and/or other pillegal or undocumented aliens shall not be employed provider. The Service Provider shall certify that a Agreement will have a Social Security Card issued a Social Security Administration. The Service Provider Government for acts and omissions of his own employed and their employees. The Service Provider shall expint any and all Subcontracts or subordinate agreed Agreement. The Service Provider shall recertify the conducting a criminal history records check to main workforce.  The Service Provider shall implement a Self-Report to immediately report one's own criminal arrest/s superiors.	ed by the ach end appears the shall vees are bressly the shall the	he plo	yee working of ed by the e responsible or any Subcorcorporate the ed in supportes every the integrity of	to the tractor(s) s provision of this ree years by the	
	C. Security Management. The Service Provider shall as the Agreement Security Officer. The individual all security matters, to include physical, personne Continued	vill in	te	face with the	COTR on	

CONTINUATION SHEET

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PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR

EM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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	Government information and data accessed by the Se	rvice I	rov	ider.	
	d) The Firm-Fixed Price per Diem Rates and Price Ad	ustmer	ts	clause is cha	inged
	From:				
	Per Diem rate established by this agreement shall with economic price adjustment	be cons	ide	red firm-fixe	d-price
	Basis for Price Adjustment - A fixed-price with eco for upward and downward revision of the stated Per labor and operating expenses, or based upon PROVIDI providing the service.	Diem b	ase	d upon cost	ndexes of
	To:				
	1. Firm-Fixed Price - Per Diem Rates This is a fixed rate agreement, not a cost reimburthe detainee day rate	sable a	gre	ement, with	respect to
-	ICE shall be responsible for reviewing and approving Agreement and subsequent modifications utilizing a laws, regulations and standards in arriving at the	.l appl	ica	ble federal p	
	2. Price Adjustments				
	ICE shall reimburse the Service Provider at the fix cover page of the document. The Parties may adjust after the effective date of the agreement and every The Parties shall base the cost portion of the rate allowability and allocability as set forth in OMB claws, regulations, and standards in arriving at the for adjustment shall be submitted on an ICE Jail Schoes not receive an official request for a detained supported by an ICE Jail Services Cost Statement, stated in this Agreement will be in place indefinitely.	the record the record to the r	ate tme r A nee Co	twelve (12) 12) months that on the print on the print of	months ereafternciples of procurement e request If ICE
	e)Contracting Officers' technical Representative (chereby appointed as the COTR for Inter-Governmental DROIGSA-07-0029. This designation does not include documents or to otherwise commit to, or issue changquantity, or performance of this Agreement.	Servi	ce rit	y to sign com	ıtractual
	f) All other terms and conditions within the refere	enced 3	GSA	remain the	same.
	POC: (b)(6),(b)(7)(C) Contracting Officer, 202-514	)(6);(b)(7)( )			
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a name and address of contractor the, the POLK COUNTY - IAH DETENTION 101 W CHURCH ST SUITE 300 LIVINGSTON TX 773513246		98 X 10	AMENDMENT OF BOLICITATION NO.  DATED (SEE ITEM 11)  A MODIFICATION OF CONTRACT/ORDER N ROTGSA-07-0029/	Ö.			
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4 DESCRIPTION OF AMENDMENT MODIFICATION ( ax ID Number: 74-6001621 UNS Number: 061519781 Contracting Officer (6)(6)(6)(7) Contracting Officer Technicate the purpose of this modificate AH Detention Center, Living	(202)-514.(b) al Representative (b) ation is to increase (ton, Polk County Te	b)(6);(b) (6);(b) e per exas.	(832)~435 <mark>(b)(6)</mark> diem rate for detenti	on servi			
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pept as provided herein, all terms and conditions of the L NAME AND TITLE OF SIGNER (Type or print)	occurrent reterenced in Rem 8A or 10A						
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svious edition unusable	-			KATEGE BY GSA I (48 CFR) 53.243	(REV. 10-83)		

REFERENCE NO. OF DOCUMENT BEING CONTINUED DROIGSA-07-0029//P00002 2 NAME OF OFFEROR OR CONTRACTOR POLK COUNTY - IAH DETENTION CENTER ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT MUDUNT (A) (B) (C) (F) B. The per diem rate is hereby increased by C. As a result of this change, the funded increase will be allocated under Task Order # HSCEDM-08-F-F-1G034. D. All other terms and agreement remain the same. Period of Performance: 03/01/2008 to 09/30/2008 NBN 7640-01-152-8067 OPTIONAL FORM 336 (4-26) Sponsored by GEA FAR (48 CFR) 53,110

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E. IMPORTAL	• • • • • • • • • • • • • • • • • • • •	is required to sign this document			ng office.			
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in acco		Invoice Consolidat		vise the invoice submi		on process to be erefore,		
Under E	Billing Procedure, pa	ragraph B revise t	o re	ad as follows:				
Continu	led					72.		
	ovided herein, all terms and conditions of the AND TITLE OF SIGNER (Type or print)	e document referenced in Item 9A or	10A, as h	neretofore changed, remains unchanged and i				
IVA. IVANIE	THE OF SIGNER (1998 OF PILLE)		b)(6);(b	)(7)(C)	CER (	Type or print)		
15B. CONTR	ACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNE				16C. DATE SIGNED		
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**CONTINUATION SHEET** 

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DROIGSA-07-0029//P00003

PAGE 2

OF

NAME OF OFFEROR OR CONTRACTOR

TEM NO.	SUPPLIES/SERVICES	QUANTIT	YUNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
v	Effective December 29, 2008 all invoices shall be submitted in accordance with the below.				
	Invoices shall be submitted via one of the following three methods:		.,		
	a. By mail:			•	
	DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620				
	Attn: ICE-DRO-FOD-FHO-INVOICES				
	b. By facsimile (fax): (include a cover sheet with point of contact & # of pages)			•	
	802~288-7658			0	
	c. By e-mail: (b)(6);(b)(7)(C)				* .
	Invoices submitted by other than these three methods will be returned.				
	The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE on or after December 29,	1			
	2008 to ensure prompt payment provisions are met. Please remember that failure to remain up to date in CCR will cause no payment to be processed as well as no funding rewarded. It is the responsibility of the contractor to maintain registration in CCR.				
	2. The information required with each invoice submission is as follows:			<i>*</i>	
	Each invoice submitted shall contain the following information:  a. The name and address of the facility;  b. Invoice date and number:				
	c. Agreement number, line item number and, if applicable, the Task order number; d. Terms of any discount for prompt payment offered;				
	e. Name, title, and phone number of person to Continued				
		1	1		1

## **CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED DROIGSA-07-0029//P00003

PAGE 3

OF 3

NAME OF OFFEROR OR CONTRACTOR

POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	notify in event of defective invoice; f. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this Agreement. (See paragraph 1 above.)				
	<ul> <li>g. The daily rate;</li> <li>h. The total number of residential/detainee days;</li> <li>i. The name of each ICE resident/detainee;</li> <li>j. Resident's/detainee's A-number;</li> <li>k. Specific dates of detention for each</li> </ul>				
	resident/detainee;  1. The total residential/detainee days multiplied by the daily rate;  m. For stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was guarded.				
	Items (a.) through (h.) must be on the cover page of each invoice. Invoices without the above information may be returned for resubmission.	_			•
	Except as provided herein, all other terms and conditions of the agreement remain unchanged. Period of Performance: 03/01/2008 to 02/28/2013				,
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O04  UED BY  CODE  ICE/DM/DC-DC  7. ADMINIS  /Detent Mngt/Detent Contracts-DC igration and Customs Enforcement ice of Acquisition Management I Street NW, Suite hington DC 20536  ME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  COUNTY - IAH DETENTION CENTER W CHURCH ST SUITE W CHURCH ST SUITE NGSTON TX 773513246  SEE Block 16C  (ICE/DM/DC-DC  7. ADMINIS  ICE/Detent Mngt/Detent County State and ZIP Code)  (X)  9A. AMERICAN STORY OF COUNTY OF CENTER  W CHURCH ST SUITE O(6)  NGSTON TX 773513246	ERED BY (If other than Item 6) ent Mngt/Detent Contion and Customs En	5. PROJECT NO. (If applicable)
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RTANT: Contractor		
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nued		
provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore of	anged, remains unchanged and in ful	force and effect.
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TRACTOR/OFFEROR 15C. DATE SIGNED		16C. DATE SIGNED
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(Signature of person authorized to sign)		11/21/11
-01-152-8070 dition unusable		ORM 30 (REV. 10-83)

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PAGE OF 2

NAME OF OFFEROR OR CONTRACTOR

POLK COUNTY - IAH DETENTION CENTER

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)		(F)
	The contractor must notify the Contracting Officer in writing within thirty (30) days after receipt of this modification of any increase claimed under the Fair Labor Standards Act and Service Contract Act Price Adjustments (Multiple Year and Option Contracts). Any increase claimed shall be initiated by submitting a rate adjustment proposal for changes in wages				
	and benefits along with detailed supporting pric documentation.  Period of Performance: 03/01/2008 to 02/28/2013	е			
	03/01/2000 to 02/20/2013				Ð
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AMENDMENT OF SOLICITATION/MC	DIFICATION OF CONTRACT	1. CONTRACTIO CODE	PAGE OF PAGES
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	A REQUISITION PURCHASE REQ. NO.	5 PROJECT NO (II applicable)
P00005	See Block 16C		
ISSUEO BY	CODE ICE/DM/DC-DC	? ADMINISTERED BY (if other than Item 6)	CODE ICE/DM/DC-DC
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01 W CHURCH ST SUITE <mark>1976</mark> [VINGSTON TX 773513246	().(b)(	98 DATED (SEC ITEM 11)	CONTRACTOR CONTRACTOR CONTRACTOR
		* DROLGSA-07-0029/	EH NO.
· · · · · · · · · · · · · · · · · · ·		108 DATED (SEE ITEM 13)	
ODE 0615197810000	FACILITY CODE	07/25/2007	No. 1.
	11. THIS ITEM ONLY APPLIES TO	AMENDMENTS OF SOLICITATIONS	
value of this amendment you do see to change to the solicitation and this principlent, and to 2 ACCOUNTING AND APPROPRIATION DAT GG Schedule	an offer already submitted, such change may received prior to the epening floor and date age (Legitled)		ram or letter makes refurence
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X Mutual Agreement	of the Parties		
IMPORTANT: Convention is	not. X is required to tegn this document at	nd return	ssuing office.
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ONTACT INFOMRATION:			
rogarm Póc (b)(6).(b)(7)(C)	(281) 774-(b)(6);		
ontracting Officer- <mark>(5)(6)</mark> ontract Specialist <mark>(b)(6)(b</mark>	(202) 73 (b)(6) (7)(C) (202) 732 (b)(6)	(d); (d);	
ne purpose of this modif ROTGSA-07-0029 is to inc	ication to Inter-Govern corporate the adjusted i	mental Service Agreement ates as a result of Contr	(IGSA) ract Specific Wage
etermination 2011-0199, editows:	Number Revision 1, Date	0 10/28/2011. The rate ac	ijustments are as
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cept us provided herein, all terms and conditio	ns of the document relevensed in Item 9A or 10	A ins herefoldry changed, remains unchanged and	I in full force and effect.
NAME AND TITLE OF SIGNED (Type or pill);(b)(7)(C)	ounty Judge	10A NAME AND TITLE OF CONTRACTING ((b)(6),(b)(7)(C)	
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# CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

POLK COUNTY - IAH DETENTION CENTER

ITEM NO	SUPPLIES/SERVICES	OUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
(b)	1) Bod day Rate has increased fro				
-					
	2)Stationary Guard and Transportation Officer rates will be (b)(7)(E) per hour for straight time				
	anc(b)(7)(E) per hour for overtime.				
	3) The date of the new rates are in effect		ŀ		
	starting with the February 2012 invoice.			10. 2	
	As a result of the above, this modification				. 17
	reflects full and final settlement of the Request for Equitable Adjustment (REA) as a result of the				
	implementation of Contract Specific Wage				-
	Determination 2011-0199, Revision 1 dated				
	10/29/2011. Payments and funds will be made via the applicable task order.				
	Exempt Action: Y Period of Performance: 03/01/2008 to 02/28/2013	1. 1		i i	
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, 1	All terms and conditions remain the same.				7.0
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REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Director

Division of Wage Determinations

Wage Determination No.: 2011-0199
Revision No.: 1

Date Of Last Revision: 10/28/2011

State: Texas

Area: Texas County of Polk

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

This WD applies only to service employees who are employed on the detention services subcontract under the IGSA (or other contract) between ICE and Polk County, TX for detention services, under the authority of the INA, in the above locality.

## OCCUPATION CODE - TITLE

FOOTNOTE

RATE

01000 - Administrative Support And Clerical Occupations 01020 - Administrative Assistant 01111 - General Clerk I 01112 - General Clerk II 01113 - General Clerk III 01261 - Personnel Assistant (Employment) I 01262 - Personnel Assistant (Employment) II 01263 - Personnel Assistant (Employment) III 01280 - Receptionist 01410 - Supply Technician 07000 - Food Preparation And Service Occupations 07041 - Cook I 07042 - Cook II 07130 - Food Service Worker 12000 - Health Occupations 12071 - Licensed Practical Nurse I 12072 - Licensed Practical Nurse II 12073 - Licensed Practical Nurse III 12160 - Medical Record Clerk 12190 - Medical Record Technician 12195 - Medical Transcriptionist 12221 - Nursing Assistant I 12222 - Nursing Assistant II 12223 - Nursing Assistant III 12224 - Nursing Assistant IV 12311 - Registered Nurse I 12312 - Registered Nurse II 12313 - Registered Nurse II, Specialist 12314 - Registered Nurse III 12315 - Registered Nurse III, Anesthetist 12316 - Registered Nurse IV 23000 - Mechanics And Maintenance And Repair Occupations 23370 - General Maintenance Worker 23580 - Maintenance Trades Helper 24000 - Personal Needs Occupations 24620 - Family Readiness And Support Services Coordinator

Page 1

27000 - Protective Service Occupations

27008 - Corrections Officer 27040 - Detention Officer

92000 - Non Standard Occupations

(not set) - Chief Cook (not set) - Chaplain (not set) - Grievance Supervisor

(not set) - Human Resources Manager

(not set) - Sergeant



ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: er hour or

per week or



VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} when multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) when preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

when preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure

that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\*

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE	PAGE OF PAGES		
2 AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4 RE	QUISITION/PURCHASE REQ. NO.	5 PROJECT	NO (If applicable)	
P00016	See Block 16C	14.114	guidino ar gridi orde neg. He.	2.7.103001	no (n approach)	
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8 NAME AND ADDRESS OF CONTRACTOR (NO	street county State and ZIP Code)	(x) 9	A AMENDMENT OF SOLICITATION NO			
POLK COUNTY F02 E CHURCH ST SUITE 108 LIVINGSTON TX 773516040			B DATED (SEE ITEM 11)			
			DA. MODIFICATION OF CONTRACT/ORDER ROIGSA-07-0029/ DB DATED (SEE ITEM 19)	R NO.		
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14 DESCRIPTION OF AMENDMENT/MODIFIC DUNS Number: 061519781 CONTACT INFOMRATION (0)		gs including				
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Contract Specialist-	(202)732-	the pe	ericd of performance t	hrough Jur	ne 30,	
2016.						
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Except as provided herein, all terms and condition	ns of the document referenced in Item 9 A	or 10A, as t	eretofore changed, remains unchanged and	d in full force and eff	ect.	
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	unty Judge					
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CONTINUATION SHEET DE	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE (	OF
	DROIGSA-07-0029//P00016	2	2

NAME OF OFFEROR OR CONTRACTOR

NSN 7540-01-152-8067

M NO.	SUPPLIES/SERVICES	QUANTIT		UNIT PRICE	AMOUNT
A)	(B)	(C)	(D)		(F)
	All other terms and conditions remain the same.	+	1		
	Exempt Action: Y		1		
	Period of Performance: 07/25/2007 to 06/30/2016		1		
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OPTIONAL FORM 336 (4-86) Sponsored by GSA FAR (48 CFR) 53.110

AMENDMENT OF SOLICITATION/MC	DIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
	3. EFFECTIVE DATE	4. REQUISITIOWPURCHASE REQ. N	1 2
2. AMENDMENT/MODIFICATION NO.		4. REQUISITION PURCHASE REQ. N	IO. 5. PROJECT NO. (If applicable)
P00017 6. ISSUED BY	See Block 16C CODE ICE/DCR	7. ADMINISTERED BY (If other than i	Nem 6) CODE ICE/DCR
ICE/Detention Compliance Immigration and Customs Office of Acquisition Ma 801 I Street, NW Suite WASHINGTON DC 20536	Enforcement anagement	ICE/Detention Compl Immigration and Cus Office of Acquisiti 801 I Street NW, su Washington DC 20536	toms Enforcement on Management site (b)(6)(
8. NAME AND ADDRESS OF CONTRACTOR (I	No., street, county, State and ZIP Code)	(x) BA. AMENDMENT OF SOLICITATE	ION NO.
POLK COUNTY 602 E CHURCH ST SUITE LIVINGSTON TX 773516040	(6);(b)	9B. DATED (SEE ITEM 11)	
		x DROIGSA-07-0029/	ACT/ORDER NO.
		10B. DATED (SEE ITEM 13)	
CODE 0615197810000	FACILITY CODE	07/25/2007	
	11. THIS ITEM ONLY APPLIE	S TO AMENDMENTS OF SOLICITATIONS	
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G. THIS SUPPLEMENTAL AGR	REEMENT IS ENTERED INTO PURSUANT	TO AUTHORITY OF	
D. OTHER (Specify type of mod	dification and authority)		
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E. IMPORTANT: Contractor	is not. x is required to sign this docum	ent and return 1 copie	es to the issuing office.
14. DESCRIPTION OF AMENDMENT/MODIFIC DUNS Number: 061519781	CATION (Organized by UCF section heading	ngs, including solicitation/contract subject matter	er where feasible.)
CONTACT INFOMRATION:		N/C	
Field Office PO((b)(6);(b)(7)(		(b) 1	
-NO.	(281) 774-(b)(6):(	(b)(6)	
	(202) 732-1	;(b)(7	
Contract Specialist-	(202)732-2		
The purpose of this modi 2016.	fication is to extend	the period of performa	nce through July 31,
Continued			
Except as provided herein, all terms and condit	ons of the document referenced in Item 9 A	or 10A, as heretofore changed, remains unch	anged and in full force and effect.
,(D)(1)(C)	orin()	16A. NAME AND TITLE OF CONTR (b)(6);(b)(7)(C)	ACTING OFFICER (Type or print)
οι	inty Judge		
b)(6);(b)(7)(C)	16C. DATE SIGN		06/28/16
	00/2//	10	
Previous edition unusable			STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

CONTINUESTICAL CUEFF	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
CONTINUATION SHEET	DROIGSA-07-0029//P00017	2	2

NAME OF OFFEROR OR CONTRACTOR

M NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
A)	(B)	(C)	(D)	(E)	(F)
	All other terms and conditions remain the same.	+	++		
	Exempt Action: Y				
	Period of Performance: 07/25/2007 to 07/31/2016			1	
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NSN 7540-01-152-8067

AMENDMENT OF SOLICITATION/MO	DIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES			
2 AMENDMENTINODIFICATION NO	a crecovac nare	A DECLIENTANT POLICE DEC NO	1 2			
2. AMENDMENT/MODIFICATION NO. P00018	3. EFFECTIVE DATE	REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)			
6. ISSUED BY	See Block 16C COD€ ICE/DCR	7. ADMINISTERED BY (if other than (tem 6)	CODE ICE/DCR			
ICE/Detention Compliance Immigration and Customs Office of Acquisition Ma 801 I Street, NW Suite WASHINGTON DC 20536	e & Removals Enforcement anagement	ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suit (b)(6)(b)( Washington DC 20536				
8. NAME AND ADDRESS OF CONTRACTOR (/	No. etpat county State and 7/8 Code:	, 9A. AMENDMENT OF SOLICITATION NO.				
POLK COUNTY 602 E CHURCH ST SUITE LIVINGSTON TX 773516040	),(b)	98. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER  NOTICE OF SOCIAL PROPERTY O	R NO.			
CODE 0615197810000	FACILITY CODE	07/25/2007				
061213/810000		O AMENDMENTS OF SOLICITATIONS				
virtue of this amendment you desire to chang reference to the solicitation and this amendm 12. ACCOUNTING AND APPROPRIATION DAT See Schedule  13. THIS ITEM ONLY APPLIE	e an offer already submitted , such change ma ent, and is received prior to the opening hour a (A (If required) ES TO MODIFICATION OF CONTRACTS/ORD	DATE SPECIFIED MAY RESULT IN REJECTION OF by be made by telegram or letter, provided each telegral and date specified.  ERS. IT MODIFIES THE CONTRACT/ORDER NO. AS THE CHANGES SET FORTH IN ITEM 14 ARE MADE II	m or letter makes  DESCRIBED IN ITEM 14.			
C. THIS SUPPLEMENTAL AGR X IAW DROIGSA-07-0	REEMENT IS ENTERED INTO PURSUANT TO	CT THE ADMINISTRATIVE CHANGES (such as chang UTHORITY OF FAR 43.103(b).	es in paying office,			
D. OTHER (Specify type of mod	ification and authority)					
E. IMPORTANT: Contractor	is not x is required to sign this document.	and return1 copies to the iss	uing office			
DUNS Number: 061519781 CONTACT INFOMRATION: Field Office POC- (b)(6);(b)(7) COR- (c)(6);(b)(7)(C) Contracting Officer- Contract Specialist-  The purpose of this modi 2016.  Continued Except as provided herein, all terms and conditi	(281) 774-(b)(6),(b) (281) 774-(b)(6),(b) (202) 732 (202) 732 (202) 732 fication is to extend to	the period of performance the period of period	nrough August 31,			
15A NAME AND TITLE OF SIGNER (Type of p	rint)	16A NAME AND TITLE OF CONTRACTING OF	FICER (Type or print)			
	ounty Judge	(b)(6);(b)(7)(C)	2006/09/2004			
(b)(6);(b)(7)(C)	15C DATE SIGNED		16C. DATE SIGNED			
	07/27/16		07/27/16			
Previous edition unusable			STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

2018-ICLI-00040 1613

CONTINUATION SUFEE	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE (	OF
CONTINUATION SHEET	DROIGSA-07-0029//P00018	2	2

NAME OF OFFEROR OR CONTRACTOR POLK COUNTY

All other terms and conditions remain the same. Exempt Action: Y Period of Performance: 07/25/2007 to 08/31/2016	NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
Exempt Action: Y	A)		(C)	(D)	(E)	(F)
Exempt Action: Y Period of Performance: 07/25/2007 to 08/31/2016						
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AMENDM	ENT OF SOLICITATION/MO	DIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES		
2 AMENDM	ENT/MODIFICATION NO	3. EFFECTIVE DATE	4 RE	QUISITION/PURCHASE REQ NO	5. PROJECT NO. (If applicable)		
P00019		See Block 16C					
Immigr	tention Compliance ation and Customs	Enforcement	7 ADMINISTERED BY (Wother than Norm 6) CODE ICE/DCR ICE/Detention Compliance & Removals Immigration and Customs Enforcement				
301 I	of Acquisition Street, NW Suit GTON DC 20536	(b) ement	801	ice of Acquisition M I Street NW, suite hington DC 20536	)(6),(b)( ) <sup>t</sup>		
OLK CO	DADDRESS OF CONTRACTOR M DUNTY CHURCH ST SUIT: (D)(6) STON TX 773516040		(x)	A AMENDMENT OF SOLICITATION NO.  B DATED (SEE ITEM 11)			
				NA MODIFICATION OF CONTRACTIONDE	R NO.		
CODE O	615197810000	FACILITY CODE					
0	01213/810000	11. THIS ITEM ONLY APPLIE		07/25/2007			
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	ORDER NO IN ITEM 10A			GES SET FORTH IN ITEM 14 ARE MADE II			
		ONTRACT/ORDER IS MODIFIED TO REF FORTH IN ITEM 14, PURSUANT TO THE EEMENT IS ENTERED INTO PURSUANT		MINISTRATIVE CHANGES (such as chang ( OF FAR 43 103(b)	es in paying office.		
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	D. OTHER (Specify type of mod	infication and authority)					
. IMPORTA	NT: Contractor	s not. X is required to sign this docum	nent and return	1 copies to the iss	uing office		
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	INFOMRATION:		V6):/h				
	office POC-(b)(6);(b)(7)	(I= \ (/2\ , (I= \ )	71/01				
	b);(b)(7)(C) , cting Officer- (b)(6)	(281) 774 (0)(0),(0) ;(b)(7)(C) (202) 732 (b)	)(6):(b)				
	ct Specialist-	(202) 732 (7)	)(C)				
he pur 0, 201		fication is to extend	the pe	riod of performance th	rough September		
ontinu	ied						
	rovided herein, all terms and condition AND TITLE OF SIGNER (Type or pr			eretofore changed, remains unchanged and	THE CASE OF THE PARTY OF THE PA		
	b)(6);(b)(7)(C)	ounty Judge		NAME AND TITLE OF CONTRACTING OF $(b)(7)(C)$	FIGER (Type or plint)		
	PACTORINEFEROS	15C DATE SIGN	VED 168	UNITED STATES OF AMERICA	16C DATE SIGNE		
(d)	i);(b)(7)(C)	08/31/16		(b)(6);(b)(7)(C)	08/31/1		
NSN 7 Previous eur	non unusable				STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243		

CONTINUATION CHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
CONTINUATION SHEET	DROIGSA-07-0029//P00019	2	2

NAME OF OFFEROR OR CONTRACTOR

POLK COUNTY ITEM NO. QUANTITY UNIT SUPPLIES/SERVICES UNIT PRICE AMOUNT (E) (A) (B) (C) (D) (F) All other terms and conditions remain the same. Exempt Action: Y Period of Performance: 07/25/2007 to 09/30/2016

NSN 7540-01-152-8067

AMEND	MENT OF SOLICITATION/MODIF	ICATION OF CONTRACT		CONTRACT ID CODE	PAGE OF PAGES			
2. AMENDI	MENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQ	UISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)			
P00010		See Block 16C	1 10		S. r Noscor No. (II applicable)			
6. ISSUED	BY COD		7. ADN	MINISTERED BY (If other than Item 6)	CODE TCF/DM/DC-DC			
Immigr Office 425 I	etent Mngt/Detent Contraction and Customs End of Acquisition Manac Street NW, Suit(D)(6)(0) gton DC 20536	tracts-DC forcement gement	Immi Offi 801	ICE/DM/DC-DC  ICE/Detent Mngt/Detent Contracts-DC  Immigration and Customs Enforcement  Office of Acquisition (b)(6)(b) ement  801 I Street NW, Suit (7)(C)  Washington DC 20536				
8. NAME A	ND ADDRESS OF CONTRACTOR (No., str	reet, county, State and ZIP Code)	( ) 9A	AMENDMENT OF SOLICITATION NO.				
POLK CO			(4)	DATED (SEE ITEM 11)				
			^ DR	MODIFICATION OF CONTRACT/ORD	DER NO.			
CODE	C1 = 1 0 7 0 1 0 0 0 0	FACILITY CODE		DATED (SEE ITEM 13)				
	615197810000	11. THIS ITEM ONLY APPLIES T		1/25/2007				
virtue of the	etter or telegram which includes a referen DE DESIGNATED FOR THE RECEIPT OF his amendment you desire to change an of citation and this amendment, and is receiv ITING AND APPROPRIATION DATA (If n	ce to the solicitation and amendment nu F OFFERS PRIOR TO THE HOUR AND ffer already submitted, such change ma red prior to the opening hour and date s	umbers. FAIL D DATE SPE	CIFIED MAY RESULT IN DEJECTION A	NT TO BE RECEIVED AT			
see sc.		MODIFICATION OF CONTRACTS/ORD	2500 17110					
	I THIS TEM ONE T AFFERS TO	MODIFICATION OF CONTRACTS/ORD	DERS. IT MO	DIFIES THE CONTRACT/ORDER NO. A	AS DESCRIBED IN ITEM 14.			
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A.	PURSUANT TO: (Specify authority) T	THE CHANGE	S SET FORTH IN ITEM 14 ARE MADE	E IN THE CONTRACT			
				INISTRATIVE CHANGES (such as cha DF FAR 43.103(b).	anges in paying office,			
	O. THIS SUPPLEMENTAL AGREEME	NT IS ENTERED INTO PURSUANT TO	O AUTHORIT	Y OF:				
	D. OTHER (Specify type of modification	n and authority)						
X	Unilateral Modifica	tion						
. IMPORTA	NT: Contractor X is not,	is required to sign this document	and return _	0 copies to the is	ssuing office.			
ONS Nu	PTION OF AMENDMENT/MODIFICATION mber: 061519781 INFOMRATION:	(Organized by UCF section headings,	, including so	icitation/contract subject matter where i	feasible.)			
OR- <mark>(b)(6</mark>	1501	(281) 774- <mark>(0)(6);</mark>	(C					
	ting Officer- <mark>(b)(6);(b)(7)</mark> t Specialist- <mark>(b)(6);(b)(7)</mark>	(C) (202) 732 (C) (202) 732-(b)(6						
etermi	pose of this administ nation (CSWD)				ct Specific Wage			
	5-2505, revision No.	15, Date if Revisio	n 06/1	9/2013.				
xempt . ontinu	Action: Y							
		and a second of the second of						
5A. NAME A	vided herein, all terms and conditions of th ND TITLE OF SIGNER (Type or print)	ne document referenced in Item 9A or 1	10A, as hereto	ofore changed, remains unchanged and	d in full force and effect,			
	. 25		(b)(6);(b)(7	)(C)	ix (Type or print)			
5B. CONTRA	ACTOR/OFFEROR	15C. DATE SIGNED			16C. DATE SIGNED			
SN 7540-01	(Signature of person authorized to sign)				- 700/20			
revious edition					STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

2018-ICLI-00040 1617

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WD 05-2505 (Rev.-15) was first posted on www.wdol.gov on 06/25/2013
*****************
REGISTER OF WAGE DETERMINATIONS UNDER
                                             U.S. DEPARTMENT OF LABOR
      THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor 1
                                              WAGE AND HOUR DIVISION
                                               WASHINGTON D.C. 20210
                                      | Wage Determination No.: 2005-2505
                                                 Revision No.: 15
Diane C. Koplewski
                        Division of
                                    1
                                            Date Of Revision: 06/19/2013
Director
                   Wage Determinations
States: Louisiana, Texas
Area: Louisiana Parishes of Calcasieu, Cameron, Jefferson Davis, Lafayette,
Vermilion
Texas Counties of Angelina, Hardin, Jasper, Jefferson, Nacogdoches, Newton,
Orange, Polk, Sabine, San Augustine, Shelby, Tyler
         **Fringe Benefits Required Follow the Occupational Listing**
                                                                             RATE
OCCUPATION CODE - TITLE
                                                       FOOTNOTE
01000 - Administrative Support And Clerical Occupations
  01011 - Accounting Clerk I
  01012 - Accounting Clerk II
  01013 - Accounting Clerk III
  01020 - Administrative Assistant
 01040 - Court Reporter
  01051 - Data Entry Operator I
  01052 - Data Entry Operator II
  01060 - Dispatcher, Motor Vehicle
  01070 - Document Preparation Clerk
 01090 - Duplicating Machine Operator
  01111 - General Clerk I
  01112 - General Clerk II
  01113 - General Clerk III
  01120 - Housing Referral Assistant
 01141 - Messenger Courier
  01191 - Order Clerk I
  01192 - Order Clerk II
  01261 - Personnel Assistant (Employment) I
 01262 - Personnel Assistant (Employment) II
 01263 - Personnel Assistant (Employment) III
  01270 - Production Control Clerk
  01280 - Receptionist
  01290 - Rental Clerk
 01300 - Scheduler, Maintenance
  01311 - Secretary I
  01312 - Secretary II
  01313 - Secretary III
  01320 - Service Order Dispatcher
 01410 - Supply Technician
  01420 - Survey Worker
  01531 - Travel Clerk I
  01532 - Travel Clerk II
 01533 - Travel Clerk III
  01611 - Word Processor I
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01612 - Word Processor II 01613 - Word Processor III

05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass

05010 - Automotive Electrician 05040 - Automotive Glass Installer 05070 - Automotive Worker 05110 - Mobile Equipment Servicer 05130 - Motor Equipment Metal Mechanic 05160 - Motor Equipment Metal Worker 05190 - Motor Vehicle Mechanic 05220 - Motor Vehicle Mechanic Helper 05250 - Motor Vehicle Upholstery Worker 05280 - Motor Vehicle Wrecker 05310 - Painter, Automotive 05340 - Radiator Repair Specialist 05370 - Tire Repairer 05400 - Transmission Repair Specialist 07000 - Food Preparation And Service Occupations 07010 - Baker 07041 - Cook I 07042 - Cook II 07070 - Dishwasher 07130 - Food Service Worker 07210 - Meat Cutter 07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer, Minor 09130 - Upholsterer 11000 - General Services And Support Occupations 11030 - Cleaner, Vehicles 11060 - Elevator Operator 11090 - Gardener 11122 - Housekeeping Aide 11150 - Janitor 11210 - Laborer, Grounds Maintenance 11240 - Maid or Houseman 11260 - Pruner 11270 - Tractor Operator 11330 - Trail Maintenance Worker 11360 - Window Cleaner 12000 - Health Occupations 12010 - Ambulance Driver 12011 - Breath Alcohol Technician 12012 - Certified Occupational Therapist Assistant 12015 - Certified Physical Therapist Assistant 12020 - Dental Assistant 12025 - Dental Hygienist 12030 - EKG Technician 12035 - Electroneurodiagnostic Technologist 12040 - Emergency Medical Technician 12071 - Licensed Practical Nurse I 12072 - Licensed Practical Nurse II 12073 - Licensed Practical Nurse III 12100 - Medical Assistant 12130 - Medical Laboratory Technician 12160 - Medical Record Clerk 12190 - Medical Record Technician 12195 - Medical Transcriptionist 12210 - Nuclear Medicine Technologist 12221 - Nursing Assistant I

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12222 - Nursing Assistant II
   12223 - Nursing Assistant III
   12224 - Nursing Assistant IV
  12235 - Optical Dispenser
  12236 - Optical Technician
  12250 - Pharmacy Technician
  12280 - Phlebotomist
  12305 - Radiologic Technologist
  12311 - Registered Nurse I
  12312 - Registered Nurse II
  12313 - Registered Nurse II, Specialist
  12314 - Registered Nurse III
  12315 - Registered Nurse III, Anesthetist
  12316 - Registered Nurse IV
  12317 - Scheduler (Drug and Alcohol Testing)
13000 - Information And Arts Occupations
  13011 - Exhibits Specialist I
  13012 - Exhibits Specialist II
  13013 - Exhibits Specialist III
  13041 - Illustrator I
  13042 - Illustrator II
  13043 - Illustrator III
  13047 - Librarian
  13050 - Library Aide/Clerk
  13054 - Library Information Technology Systems
  Administrator
  13058 - Library Technician
  13061 - Media Specialist I
  13062 - Media Specialist II
  13063 - Media Specialist III
  13071 - Photographer I
  13072 - Photographer II
  13073 - Photographer III
  13074 - Photographer IV
  13075 - Photographer V
  13110 - Video Teleconference Technician
14000 - Information Technology Occupations
  14041 - Computer Operator I
  14042 - Computer Operator II
  14043 - Computer Operator III
  14044 - Computer Operator IV
  14045 - Computer Operator V
  14071 - Computer Programmer I
                                                          (see 1)
  14072 - Computer Programmer II
                                                          (see 1)
  14073 - Computer Programmer III
                                                          (see 1)
  14074 - Computer Programmer IV
                                                          (see 1)
  14101 - Computer Systems Analyst I
                                                          (see 1)
  14102 - Computer Systems Analyst II
                                                          (see 1)
  14103 - Computer Systems Analyst III
                                                          (see 1)
  14150 - Peripheral Equipment Operator
  14160 - Personal Computer Support Technician
15000 - Instructional Occupations
 15010 - Aircrew Training Devices Instructor (Non-Rated)
 15020 - Aircrew Training Devices Instructor (Rated)
 15030 - Air Crew Training Devices Instructor (Pilot)
 15050 - Computer Based Training Specialist / Instructor
 15060 - Educational Technologist
 15070 - Flight Instructor (Pilot)
 15080 - Graphic Artist
 15090 - Technical Instructor
 15095 - Technical Instructor/Course Developer
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15110 - Test Proctor
  15120 - Tutor
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
  16010 - Assembler
  16030 - Counter Attendant
  16040 - Dry Cleaner
  16070 - Finisher, Flatwork, Machine
  16090 - Presser, Hand
  16110 - Presser, Machine, Drycleaning
  16130 - Presser, Machine, Shirts
  16160 - Presser, Machine, Wearing Apparel, Laundry
  16190 - Sewing Machine Operator
  16220 - Tailor
  16250 - Washer, Machine
19000 - Machine Tool Operation And Repair Occupations
  19010 - Machine-Tool Operator (Tool Room)
  19040 - Tool And Die Maker
21000 - Materials Handling And Packing Occupations
  21020 - Forklift Operator
  21030 - Material Coordinator
  21040 - Material Expediter
  21050 - Material Handling Laborer
 21071 - Order Filler
 21080 - Production Line Worker (Food Processing)
 21110 - Shipping Packer
 21130 - Shipping/Receiving Clerk
 21140 - Store Worker I
 21150 - Stock Clerk
 21210 - Tools And Parts Attendant
 21410 - Warehouse Specialist
23000 - Mechanics And Maintenance And Repair Occupations
 23010 - Aerospace Structural Welder
 23021 - Aircraft Mechanic I
 23022 - Aircraft Mechanic II
 23023 - Aircraft Mechanic III
 23040 - Aircraft Mechanic Helper
 23050 - Aircraft, Painter
 23060 - Aircraft Servicer
 23080 - Aircraft Worker
 23110 - Appliance Mechanic
 23120 - Bicycle Repairer
 23125 - Cable Splicer
 23130 - Carpenter, Maintenance
 23140 - Carpet Layer
 23160 - Electrician, Maintenance
 23181 - Electronics Technician Maintenance I
 23182 - Electronics Technician Maintenance II
 23183 - Electronics Technician Maintenance III
 23260 - Fabric Worker
 23290 - Fire Alarm System Mechanic
 23310 - Fire Extinguisher Repairer
 23311 - Fuel Distribution System Mechanic
 23312 - Fuel Distribution System Operator
 23370 - General Maintenance Worker
 23380 - Ground Support Equipment Mechanic
 23381 - Ground Support Equipment Servicer
 23382 - Ground Support Equipment Worker
 23391 - Gunsmith I
 23392 - Gunsmith II
 23393 - Gunsmith III
 23410 - Heating, Ventilation And Air-Conditioning
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Mechanic
  23411 - Heating, Ventilation And Air Contditioning
  Mechanic (Research Facility)
  23430 - Heavy Equipment Mechanic
  23440 - Heavy Equipment Operator
  23460 - Instrument Mechanic
  23465 - Laboratory/Shelter Mechanic
  23470 - Laborer
  23510 - Locksmith
  23530 - Machinery Maintenance Mechanic
  23550 - Machinist, Maintenance
  23580 - Maintenance Trades Helper
  23591 - Metrology Technician I
  23592 - Metrology Technician II
  23593 - Metrology Technician III
  23640 - Millwright
  23710 - Office Appliance Repairer
  23760 - Painter, Maintenance
  23790 - Pipefitter, Maintenance
  23810 - Plumber, Maintenance
  23820 - Pneudraulic Systems Mechanic
  23850 - Rigger
  23870 - Scale Mechanic
  23890 - Sheet-Metal Worker, Maintenance
  23910 - Small Engine Mechanic
  23931 - Telecommunications Mechanic I
  23932 - Telecommunications Mechanic II
  23950 - Telephone Lineman
  23960 - Welder, Combination, Maintenance
  23965 - Well Driller
  23970 - Woodcraft Worker
  23980 - Woodworker
24000 - Personal Needs Occupations
  24570 - Child Care Attendant
  24580 - Child Care Center Clerk
  24610 - Chore Aide
  24620 - Family Readiness And Support Services
  Coordinator
  24630 - Homemaker
25000 - Plant And System Operations Occupations
 25010 - Boiler Tender
  25040 - Sewage Plant Operator
 25070 - Stationary Engineer
  25190 - Ventilation Equipment Tender
  25210 - Water Treatment Plant Operator
27000 - Protective Service Occupations
  27004 - Alarm Monitor
  27007 - Baggage Inspector
  27008 - Corrections Officer
  27010 - Court Security Officer
 27030 - Detection Dog Handler
 27040 - Detention Officer
 27070 - Firefighter
 27101 - Guard I
 27102 - Guard II
 27131 - Police Officer I
 27132 - Police Officer II
28000 - Recreation Occupations
 28041 - Carnival Equipment Operator
 28042 - Carnival Equipment Repairer
 28043 - Carnival Equpment Worker
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28210 - Gate Attendant/Gate Tender
  28310 - Lifequard
   28350 - Park Attendant (Aide)
  28510 - Recreation Aide/Health Facility Attendant
  28515 - Recreation Specialist
  28630 - Sports Official
  28690 - Swimming Pool Operator
29000 - Stevedoring/Longshoremen Occupational Services
  29010 - Blocker And Bracer
  29020 - Hatch Tender
  29030 - Line Handler
  29041 - Stevedore I
  29042 - Stevedore II
30000 - Technical Occupations
  30010 - Air Traffic Control Specialist, Center (HFO)
  30011 - Air Traffic Control Specialist, Station (HFO) (see 2)
  30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)
  30021 - Archeological Technician I
  30022 - Archeological Technician II
  30023 - Archeological Technician III
  30030 - Cartographic Technician
  30040 - Civil Engineering Technician
  30061 - Drafter/CAD Operator I
  30062 - Drafter/CAD Operator II
  30063 - Drafter/CAD Operator III
  30064 - Drafter/CAD Operator IV
  30081 - Engineering Technician I
  30082 - Engineering Technician II
  30083 - Engineering Technician III
  30084 - Engineering Technician IV
  30085 - Engineering Technician V
  30086 - Engineering Technician VI
  30090 - Environmental Technician
  30210 - Laboratory Technician
  30240 - Mathematical Technician
  30361 - Paralegal/Legal Assistant I
  30362 - Paralegal/Legal Assistant II
  30363 - Paralegal/Legal Assistant III
  30364 - Paralegal/Legal Assistant IV
  30390 - Photo-Optics Technician
  30461 - Technical Writer I
  30462 - Technical Writer II
  30463 - Technical Writer III
  30491 - Unexploded Ordnance (UXO) Technician I
  30492 - Unexploded Ordnance (UXO) Technician II
  30493 - Unexploded Ordnance (UXO) Technician III
  30494 - Unexploded (UXO) Safety Escort
  30495 - Unexploded (UXO) Sweep Personnel
  30620 - Weather Observer, Combined Upper Air Or
                                                          (see 2)
  Surface Programs
  30621 - Weather Observer, Senior
                                                          (see 2)
31000 - Transportation/Mobile Equipment Operation Occupations
  31020 - Bus Aide
  31030 - Bus Driver
 31043 - Driver Courier
 31260 - Parking and Lot Attendant
 31290 - Shuttle Bus Driver
 31310 - Taxi Driver
 31361 - Truckdriver, Light
 31362 - Truckdriver, Medium
 31363 - Truckdriver, Heavy
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31364 - Truckdriver, Tractor-Trailer 99000 - Miscellaneous Occupations 99030 - Cashier 99050 - Desk Clerk 99095 - Embalmer 99251 - Laboratory Animal Caretaker I 99252 - Laboratory Animal Caretaker II 99310 - Mortician 99410 - Pest Controller 99510 - Photofinishing Worker 99710 - Recycling Laborer 99711 - Recycling Specialist 99730 - Refuse Collector 99810 - Sales Clerk 99820 - School Crossing Guard 99830 - Survey Party Chief 99831 - Surveying Aide 99832 - Surveying Technician 99840 - Vending Machine Attendant 99841 - Vending Machine Repairer 99842 - Vending Machine Repairer Helper



ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: (b)(7)(E) per hour or (b)(7)(E) per week or per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate,

then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION/MODIFIC	CATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF	PAGES		
				1	12		
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REC	UISITION/PURCHASE REQ. NO.	5. PROJECT NO.	(If applicable)		
P00011	See Block 16C	7.404	ANNUATE DEED DAY (Mark and have the section				
G.ISSUED BY  ICE/Detention Compliance & Immigration and Customs Enf Office of Acquisition Manage 801 I Street, NW Suite (b)(6)(WASHINGTON DC 20536	Removals orcement ement	ICE, Imm: Off: 801	7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR  ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite D)(6)(1) Washington DC 20536				
8. NAME AND ADDRESS OF CONTRACTOR (No., street  POLK COUNTY  602 E CHURCH ST SUITE (0)6)  LIVINGSTON TX 773516040	et, county, State and ZIP Code)	(x)	AMENDMENT OF SOLICITATION NO.  DATED (SEE ITEM 11)				
		^ DF	A. MODIFICATION OF CONTRACT/ORDE COTGSA-07-0029/ B. DATED (SEE ITEM 13)	ER NO.			
CODE 0615197810000	FACILITY CODE	0	7/25/2007				
25.00	11. THIS ITEM ONLY APPLIES	TO AMENDM	ENTS OF SOLICITATIONS				
CHECK ONE  A. THIS CHANGE ORDER IS ISSUED ORDER NO, IN ITEM 10A.  B. THE ABOVE NUMBERED CONTRA appropriation date, etc.) SET FORT	er already submitted , such change m d is received prior to the opening hour quired)  MODIFICATION OF CONTRACTS/ORI PURSUANT TO: (Specify authority)  CT/ORDER IS MODIFIED TO REFLE H IN ITEM 14, PURSUANT TO THE A	DERS. IT MO THE CHANG	by telegram or letter, provided each telegra- cified.  DIFIES THE CONTRACT/ORDER NO. AS  ES SET FORTH IN ITEM 14 ARE MADE  MINISTRATIVE CHANGES (such as change)  OF FAR 43.103(b).	B DESCRIBED IN ITEM	14.		
C. THIS SUPPLEMENTAL AGREEMEN  D. OTHER (Specify type of modification		O AUTHORIT	TY OF:				
X Unilateral Modificat	tion						
E. IMPORTANT: Contractor 🗵 is not,	is required to sign this documen	it and return	copies to the iss	suing office,			
14.DESCRIPTION OF AMENDMENT/MODIFICATION DUNS Number: 061519781  CONTACT INFOMRATION: Field Office POC- (b)(6)(b)(7)(C)  COR-(b)(6)(b)(7)(C) (281  Contracting Officer- (b)(6)(b)(7)  Contract Specialist- (b)(6)(b)(7)  The purpose of this modifical Revision No. 19 Date of Revision No. 19 Date of Revision Y   Continued	(281) 774 (b)(6) 774 (b)(6)(6) (C) , (202) 732 (b)(6) (tion is to incorpo	(b)( 2)732 (b)( rate Wa	)(6);(b)( (C) age Determination No.				
Except as provided herein, all terms and conditions of the	ne document referenced in Item 9 A o	r 10A, as her	etofore changed, remains unchanged and	in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)			MAKE AND TITLE OF CONTRACTING O				
15B. CONTRACTOR/OFFEROR	15C. DATE			16C	. DATE SIGNED		
(Signature of person authorized to sign) NSN 7540-01-152-8070				FORM 3	0 (REV. 10-83)		

2018-ICLI-00040 1628

Prescribed by GSA FAR (48 CFR) 53.243



WD 05-2505 (Rev.-19) was first posted on www.wdol.gov on 07/14/2015

REGISTER OF WAGE DETERMINATIONS UNDER | THE SERVICE CONTRACT ACT |

By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2005-2505

Revision No.: 19

Date Of Revision: 07/08/2015

Daniel W. Simms Director

Division of | Wage Determinations

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at leas (D)(7)(E) (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Louisiana, Texas

Area: Louisiana Parishes of Calcasieu, Cameron, Jefferson Davis, Lafayette, Vermilion

Texas Counties of Angelina, Hardin, Jasper, Jefferson, Nacogdoches, Newton, Orange Polk, Sabine, San Augustine, Shelby, Tyler

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*
OCCUPATION CODE - TITLE FOOTNOTE

OCCUPATION CODE - TITLE FOOTNOTE
01000 - Administrative Support And Clerical Occupations

NOTE RATE

01011 - Accounting Clerk I

01012 - Accounting Clerk II

01013 - Accounting Clerk III

01020 - Administrative Assistant

01040 - Court Reporter

01051 - Data Entry Operator I

01052 - Data Entry Operator II

01060 - Dispatcher, Motor Vehicle

01070 - Document Preparation Clerk

01090 - Duplicating Machine Operator

01111 - General Clerk I

01112 - General Clerk II

01113 - General Clerk III

01120 - Housing Referral Assistant

01141 - Messenger Courier

01191 - Order Clerk I

01192 - Order Clerk II

01261 - Personnel Assistant (Employment) I

01262 - Personnel Assistant (Employment) II

01263 - Personnel Assistant (Employment) III

01270 - Production Control Clerk

01280 - Receptionist

01290 - Rental Clerk

01300 - Scheduler, Maintenance

01311 - Secretary I

01312 - Secretary II

01313 - Secretary III

01320 - Service Order Dispatcher

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01410 - Supply Technician
  01420 - Survey Worker
  01531 - Travel Clerk I
  01532 - Travel Clerk II
  01533 - Travel Clerk III
  01611 - Word Processor I
  01612 - Word Processor II
  01613 - Word Processor III
05000 - Automotive Service Occupations
  05005 - Automobile Body Repairer, Fiberglass
  05010 - Automotive Electrician
  05040 - Automotive Glass Installer
  05070 - Automotive Worker
  05110 - Mobile Equipment Servicer
  05130 - Motor Equipment Metal Mechanic
  05160 - Motor Equipment Metal Worker
  05190 - Motor Vehicle Mechanic
  05220 - Motor Vehicle Mechanic Helper
  05250 - Motor Vehicle Upholstery Worker
  05280 - Motor Vehicle Wrecker
  05310 - Painter, Automotive
  05340 - Radiator Repair Specialist
  05370 - Tire Repairer
  05400 - Transmission Repair Specialist
07000 - Food Preparation And Service Occupations
  07010 - Baker
  07041 - Cook I
  07042 - Cook II
  07070 - Dishwasher
  07130 - Food Service Worker
  07210 - Meat Cutter
  07260 - Waiter/Waitress
09000 - Furniture Maintenance And Repair Occupations
  09010 - Electrostatic Spray Painter
  09040 - Furniture Handler
  09080 - Furniture Refinisher
  09090 - Furniture Refinisher Helper
  09110 - Furniture Repairer, Minor
  09130 - Upholsterer
11000 - General Services And Support Occupations
  11030 - Cleaner, Vehicles
  11060 - Elevator Operator
  11090 - Gardener
  11122 - Housekeeping Aide
  11150 - Janitor
  11210 - Laborer, Grounds Maintenance
  11240 - Maid or Houseman
  11260 - Pruner
  11270 - Tractor Operator
  11330 - Trail Maintenance Worker
  11360 - Window Cleaner
12000 - Health Occupations
  12010 - Ambulance Driver
 12011 - Breath Alcohol Technician
 12012 - Certified Occupational Therapist Assistant
 12015 - Certified Physical Therapist Assistant
 12020 - Dental Assistant
 12025 - Dental Hygienist
 12030 - EKG Technician
 12035 - Electroneurodiagnostic Technologist
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12040 - Emergency Medical Technician

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12071 - Licensed Practical Nurse I
  12072 - Licensed Practical Nurse II
  12073 - Licensed Practical Nurse III
  12100 - Medical Assistant
  12130 - Medical Laboratory Technician
  12160 - Medical Record Clerk
  12190 - Medical Record Technician
  12195 - Medical Transcriptionist
  12210 - Nuclear Medicine Technologist
  12221 - Nursing Assistant I
  12222 - Nursing Assistant II
  12223 - Nursing Assistant III
  12224 - Nursing Assistant IV
  12235 - Optical Dispenser
  12236 - Optical Technician
  12250 - Pharmacy Technician
  12280 - Phlebotomist
  12305 - Radiologic Technologist
  12311 - Registered Nurse I
  12312 - Registered Nurse II
  12313 - Registered Nurse II, Specialist
  12314 - Registered Nurse III
  12315 - Registered Nurse III, Anesthetist
  12316 - Registered Nurse IV
  12317 - Scheduler (Drug and Alcohol Testing)
13000 - Information And Arts Occupations
  13011 - Exhibits Specialist I
  13012 - Exhibits Specialist II
  13013 - Exhibits Specialist III
  13041 - Illustrator I
  13042 - Illustrator II
  13043 - Illustrator III
  13047 - Librarian
  13050 - Library Aide/Clerk
  13054 - Library Information Technology Systems
  Administrator
  13058 - Library Technician
  13061 - Media Specialist I
  13062 - Media Specialist II
  13063 - Media Specialist III
  13071 - Photographer I
  13072 - Photographer II
  13073 - Photographer III
  13074 - Photographer IV
  13075 - Photographer V
  13110 - Video Teleconference Technician
14000 - Information Technology Occupations
  14041 - Computer Operator I
 14042 - Computer Operator II
 14043 - Computer Operator III
 14044 - Computer Operator IV
 14045 - Computer Operator V
                                                          (see 1)
 14071 - Computer Programmer I
                                                          (see 1)
 14072 - Computer Programmer II
                                                          (see 1)
 14073 - Computer Programmer III
                                                          (see 1)
 14074 - Computer Programmer IV
                                                          (see 1)
 14101 - Computer Systems Analyst I
                                                          (see 1)
 14102 - Computer Systems Analyst II
 14103 - Computer Systems Analyst III
                                                          (see 1)
 14150 - Peripheral Equipment Operator
 14160 - Personal Computer Support Technician
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15000 - Instructional Occupations
  15010 - Aircrew Training Devices Instructor (Non-Rated)
  15020 - Aircrew Training Devices Instructor (Rated)
  15030 - Air Crew Training Devices Instructor (Pilot)
  15050 - Computer Based Training Specialist / Instructor
  15060 - Educational Technologist
  15070 - Flight Instructor (Pilot)
  15080 - Graphic Artist
  15090 - Technical Instructor
  15095 - Technical Instructor/Course Developer
  15110 - Test Proctor
  15120 - Tutor
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
  16010 - Assembler
  16030 - Counter Attendant
  16040 - Dry Cleaner
  16070 - Finisher, Flatwork, Machine
  16090 - Presser, Hand
  16110 - Presser, Machine, Drycleaning
  16130 - Presser, Machine, Shirts
  16160 - Presser, Machine, Wearing Apparel, Laundry
  16190 - Sewing Machine Operator
  16220 - Tailor
  16250 - Washer, Machine
19000 - Machine Tool Operation And Repair Occupations
  19010 - Machine-Tool Operator (Tool Room)
  19040 - Tool And Die Maker
21000 - Materials Handling And Packing Occupations
  21020 - Forklift Operator
  21030 - Material Coordinator
  21040 - Material Expediter
  21050 - Material Handling Laborer
  21071 - Order Filler
  21080 - Production Line Worker (Food Processing)
  21110 - Shipping Packer
  21130 - Shipping/Receiving Clerk
  21140 - Store Worker I
  21150 - Stock Clerk
  21210 - Tools And Parts Attendant
  21410 - Warehouse Specialist
23000 - Mechanics And Maintenance And Repair Occupations
  23010 - Aerospace Structural Welder
  23021 - Aircraft Mechanic I
  23022 - Aircraft Mechanic II
  23023 - Aircraft Mechanic III
  23040 - Aircraft Mechanic Helper
 23050 - Aircraft, Painter
 23060 - Aircraft Servicer
 23080 - Aircraft Worker
 23110 - Appliance Mechanic
 23120 - Bicycle Repairer
 23125 - Cable Splicer
 23130 - Carpenter, Maintenance
 23140 - Carpet Layer
 23160 - Electrician, Maintenance
 23181 - Electronics Technician Maintenance I
 23182 - Electronics Technician Maintenance II
 23183 - Electronics Technician Maintenance III
 23260 - Fabric Worker
 23290 - Fire Alarm System Mechanic
 23310 - Fire Extinguisher Repairer
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23311 - Fuel Distribution System Mechanic 23312 - Fuel Distribution System Operator 23370 - General Maintenance Worker 23380 - Ground Support Equipment Mechanic 23381 - Ground Support Equipment Servicer 23382 - Ground Support Equipment Worker 23391 - Gunsmith I 23392 - Gunsmith II 23393 - Gunsmith III 23410 - Heating, Ventilation And Air-Conditioning 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) 23430 - Heavy Equipment Mechanic 23440 - Heavy Equipment Operator 23460 - Instrument Mechanic 23465 - Laboratory/Shelter Mechanic 23470 - Laborer 23510 - Locksmith 23530 - Machinery Maintenance Mechanic 23550 - Machinist, Maintenance 23580 - Maintenance Trades Helper 23591 - Metrology Technician I 23592 - Metrology Technician II 23593 - Metrology Technician III 23640 - Millwright 23710 - Office Appliance Repairer 23760 - Painter, Maintenance 23790 - Pipefitter, Maintenance 23810 - Plumber, Maintenance 23820 - Pneudraulic Systems Mechanic 23850 - Rigger 23870 - Scale Mechanic 23890 - Sheet-Metal Worker, Maintenance 23910 - Small Engine Mechanic 23931 - Telecommunications Mechanic I 23932 - Telecommunications Mechanic II 23950 - Telephone Lineman 23960 - Welder, Combination, Maintenance 23965 - Well Driller 23970 - Woodcraft Worker 23980 - Woodworker 24000 - Personal Needs Occupations 24570 - Child Care Attendant 24580 - Child Care Center Clerk 24610 - Chore Aide 24620 - Family Readiness And Support Services Coordinator 24630 - Homemaker 25000 - Plant And System Operations Occupations 25010 - Boiler Tender 25040 - Sewage Plant Operator 25070 - Stationary Engineer 25190 - Ventilation Equipment Tender 25210 - Water Treatment Plant Operator 27000 - Protective Service Occupations 27004 - Alarm Monitor 27007 - Baggage Inspector 27008 - Corrections Officer 27010 - Court Security Officer

27030 - Detection Dog Handler

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27040 - Detention Officer
  27070 - Firefighter
  27101 - Guard I
  27102 - Guard II
  27131 - Police Officer I
  27132 - Police Officer II
28000 - Recreation Occupations
  28041 - Carnival Equipment Operator
  28042 - Carnival Equipment Repairer
  28043 - Carnival Equpment Worker
  28210 - Gate Attendant/Gate Tender
  28310 - Lifeguard
  28350 - Park Attendant (Aide)
  28510 - Recreation Aide/Health Facility Attendant
  28515 - Recreation Specialist
  28630 - Sports Official
  28690 - Swimming Pool Operator
29000 - Stevedoring/Longshoremen Occupational Services
  29010 - Blocker And Bracer
  29020 - Hatch Tender
  29030 - Line Handler
 29041 - Stevedore I
 29042 - Stevedore II
30000 - Technical Occupations
 30010 - Air Traffic Control Specialist, Center (HFO)
 30011 - Air Traffic Control Specialist, Station (HFO) (see 2)
 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)
 30021 - Archeological Technician I
 30022 - Archeological Technician II
 30023 - Archeological Technician III
 30030 - Cartographic Technician
 30040 - Civil Engineering Technician
 30061 - Drafter/CAD Operator I
 30062 - Drafter/CAD Operator II
 30063 - Drafter/CAD Operator III
 30064 - Drafter/CAD Operator IV
 30081 - Engineering Technician I
 30082 - Engineering Technician II
 30083 - Engineering Technician III
 30084 - Engineering Technician IV
 30085 - Engineering Technician V
 30086 - Engineering Technician VI
 30090 - Environmental Technician
 30210 - Laboratory Technician
 30240 - Mathematical Technician
 30361 - Paralegal/Legal Assistant I
 30362 - Paralegal/Legal Assistant II
 30363 - Paralegal/Legal Assistant III
 30364 - Paralegal/Legal Assistant IV
 30390 - Photo-Optics Technician
 30461 - Technical Writer I
 30462 - Technical Writer II
 30463 - Technical Writer III
 30491 - Unexploded Ordnance (UXO) Technician I
 30492 - Unexploded Ordnance (UXO) Technician II
 30493 - Unexploded Ordnance (UXO) Technician III
 30494 - Unexploded (UXO) Safety Escort
 30495 - Unexploded (UXO) Sweep Personnel
 30620 - Weather Observer, Combined Upper Air Or
                                                         (see 2)
 Surface Programs
 30621 - Weather Observer, Senior
                                                         (see 2)
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31000 - Transportation/Mobile Equipment Operation Occupations
  31020 - Bus Aide
  31030 - Bus Driver
  31043 - Driver Courier
  31260 - Parking and Lot Attendant
  31290 - Shuttle Bus Driver
  31310 - Taxi Driver
  31361 - Truckdriver, Light
  31362 - Truckdriver, Medium
  31363 - Truckdriver, Heavy
 31364 - Truckdriver, Tractor-Trailer
99000 - Miscellaneous Occupations
  99030 - Cashier
  99050 - Desk Clerk
 99095 - Embalmer
 99251 - Laboratory Animal Caretaker I
 99252 - Laboratory Animal Caretaker II
 99310 - Mortician
 99410 - Pest Controller
 99510 - Photofinishing Worker
 99710 - Recycling Laborer
 99711 - Recycling Specialist
 99730 - Refuse Collector
 99810 - Sales Clerk
 99820 - School Crossing Guard
 99830 - Survey Party Chief
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 99832 - Surveying Technician
 99840 - Vending Machine Attendant
 99841 - Vending Machine Repairer
 99842 - Vending Machine Repairer Helper
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HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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not less than week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of per week (or per week (or per week (or wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at http://www.dol.gov/whd/and through the Wage Determinations On-Line (WDOL) website at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444)

## Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees:

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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